

CITY OF WHITEHORSE
REGULAR Council Meeting #2024-04

DATE: Monday, February 26, 2024
TIME: 5:30 p.m.

Mayor Laura Cabott
Deputy Mayor Jocelyn Curteanu
Reserve Deputy Mayor Ted Laking

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

PROCLAMATIONS Pink Shirt Day (February 28, 2024)

MINUTES Regular Council meeting dated February 12, 2024

DELEGATIONS Ben Pereira, President, Neighbourly North – HLDAC Short-Term Rental Recommendations

PUBLIC INPUT SESSION Copper Ridge Development Area Master Plan

PUBLIC HEARING

STANDING COMMITTEE REPORTS

Development Services Committee – *Councillors Boyd and Murray*

City Operations Committee – *Councillors Curteanu and Friesen*

1. 2024 Transportation Master Plan

Community Services Committee – *Councillors Cameron and Laking*

1. Recreation Grant Task Force Appointments

Public Health and Safety Committee – *Councillors Murray and Cameron*

Corporate Services Committee – *Councillors Laking and Curteanu*

1. Public Input Report – 2024 to 2026 Operating Budget Bylaw
2. Upcoming Procurements (March/April) – For Information Only
3. Commencement Report – McIntyre Drive Traffic Calming
4. Commencement Report – Replacement Aerial Apparatus
5. Commencement Report – Waste Transfer Station Upgrades
6. 2023 Council Summaries

City Planning Committee – *Councillors Friesen and Boyd*

1. Public Hearing Report – Zoning Amendment – 1302 Centennial Street
2. Zoning Amendment – Housing-Related Amendments
3. HLDAC Short-Term Rental Recommendations

/continued

AGENDA (cont'd)

NEW AND UNFINISHED BUSINESS

1. Motion – Councillor Laking – Accessible Trails
2. Motion – Councillor Friesen – Moving Forward Together
3. Motion – Councillor Friesen – Naming Policy

BYLAWS

2024-16	Zoning Amendment – Housing-Related Amendment	1 st Reading
2023-33	Zoning Amendment – 1302 Centennial Street	2 nd and 3 rd Reading
2024-01	2024-2026 Operating Budget Bylaw	2 nd and 3 rd Reading
2024-02	Tax Levy Bylaw	2 nd and 3 rd Reading
2024-03	Fees and Charges Bylaw Amendments	2 nd and 3 rd Reading
2024-07	Lease Agreement – Physio Plus at the Canada Games Centre	3 rd Reading

ADJOURNMENT



PROCLAMATION

PINK SHIRT DAY

February 28, 2024

WHEREAS the City of Whitehorse aspires to be an inclusive, welcoming, and diverse community, and

WHEREAS the 2024 Pink Shirt Day theme encourages people to “Be Kind and Lift Each Other Up”; and

WHEREAS no one in our community should be the target of bullying in any form including physical, verbal, social, or cyberbullying, and anyone can take a stand against bullying by being an advocate, being kind, and supporting anti-bullying initiatives;

THEREFORE, I, Mayor Laura Cabott, hereby declare February 28, 2024 to be Pink Shirt Day in the City of Whitehorse.

Laura Cabott
Mayor

MINUTES of REGULAR Meeting #2024-03 of the Council of the City of Whitehorse
called for 5:30pm on Monday, February 12, 2024, in Council Chambers, City Hall.

PRESENT: Mayor Laura Cabott
Councillors Dan Boyd
Kirk Cameron
Jocelyn Curteanu
*Michelle Friesen
Ted Laking
*Mellisa Murray

ALSO PRESENT: City Manager Jeff O'Farrell
Director of Community Services Krista Mroz
Director of Corporate Services Valerie Braga
Director of Development Services Mike Gau
Director of People and Culture Lindsay Schneider
Director of Operations and Infrastructure Tracy Allen

*Indicates electronic participation

Mayor Cabott called the meeting to order at 5:30pm

CALL TO ORDER

AGENDA

2024-03-01

It was duly moved and seconded
THAT the Agenda be adopted as presented.

Carried Unanimously

MINUTES

2024-03-02

It was duly moved and seconded
THAT the Minutes of the Regular Council meeting dated
January 29, 2024 be adopted as presented.

Carried Unanimously

DELEGATE SUBMISSIONS

Delegate Skeeter Wright appeared before Council and voiced concerns that Administration's alternative proposal to amend the Zoning Bylaw in respect to Mining Activities has legal implications that could cost residents. The delegate urged Council to reconsider the original application instead.

Skeeter Wright – Official
Community Plan and Zoning
Bylaw Amendments – Mining
Activities

PUBLIC INPUT SESSION

Mayor Cabott advised that a Public Input Session was scheduled at this meeting to hear any submissions with respect to the 2024-2026 Operating Budget Bylaw.

2024-2026 Operating Budget
Bylaw

There were no members of the public present to speak on the 2024-2026 Operating Budget Bylaw.

PUBLIC HEARING

Mayor Cabott advised that a Public Hearing was scheduled at this meeting to hear any submissions with respect to the Zoning Amendment to 2086 Second Avenue.

Zoning Amendment - 2086
Second Avenue

Mayor Cabott called for submissions with respect to the Zoning Amendment to 2086 Second Avenue.

Zoning Amendment - 2086
Second Avenue

No written submissions were received and there were no members of the public present to speak on the Zoning Amendment to 2086 Second Avenue.

Mayor Cabott called a second and third time for submissions with respect to the Zoning Amendment to 2086 Second Avenue.

Zoning Amendment - 2086
Second Avenue

Hearing no additional submissions come forward, Mayor Cabott declared the Public Hearing now closed.

Public Hearing Closed

COMMITTEE REPORTS

Development Services Committee

2024-03-03

It was duly moved and seconded
THAT Council direct Administration to proceed with the
identified Riverfront area as the 2024 Town Square location.

2024 Town Square Program

Carried Unanimously

A Committee member requested an update on the Yukon Government's study on gravel supply in and outside of city limits. It was confirmed that the results are currently under review by the Yukon Government.

New Business – Yukon
Government Gravel Study

City Operations Committee

There was no report from the City Operations Committee.

No Report

Community Services Committee

A Committee member recognized the start of the Chinese Year of the Dragon and thanked the Chinese Canadian Association of Yukon for their celebration on February 5, 2024.

New Business – Chinese
New Year

A Committee member spoke about a meeting with the Fridays for Futures Youth Group, where the group expressed interest in the City's climate action plan. Attention was brought to the ongoing public engagement survey on the topic which closes February 16, 2024.

New Business – Fridays for
Futures Youth Group

Public Health and Safety Committee

Delegate Aubin Tuzlak spoke to Council on the importance of dissuading violence and promoting resolution through kindness and understanding. The delegate emphasized that this is possible through the gathering of a global community dedicated to peace.

Delegate Aubin Tuzlak –
Handling Conflict

Corporate Services Committee

2024-03-04

It was duly moved and seconded
THAT Council authorize Administration to commence the procurement of project 240c00222 Crestview Water Improvements; and
THAT this project be funded from the Capital Reserve until the Transfer Payment Agreement with the Canada Community Building Fund is in place.

Commencement Report and
Budget Amendment –
Crestview Water
Improvements

Carried Unanimously

2024-03-05

It was duly moved and seconded
THAT Administration be authorized to commence the procurement for the project 360c00224 CGC Aquatic Centre Domestic Water Line Upgrade; and
THAT this project be funded from Capital Reserve until the Transfer Payment Agreement with the Canada Community Building Fund is in place.

Commencement Report and
Budget Amendment – Aquatic
Centre Water Line Upgrade

Carried Unanimously

2024-03-06

It was duly moved and seconded
THAT Council direct that the 2024-2027 Capital Expenditure Plan be amended to advance project 320c01713 Takhini Arena Furnaces to the 2024 budget year, funded from Capital Reserve until the Transfer Payment Agreement with the Canada Community Building Fund is in place.

Budget Amendment – Takhini
Arena Furnace

Carried Unanimously

In April 2022, Council adopted a set of Strategic Priorities to guide corporate progress over the term of Council. A progress report as of January 2024 was presented. With over 50 actions and initiatives identified, Administration confirmed that progress has been achieved, is ongoing or is scheduled to be achieved in every area.

2022-2024 Strategic Priorities

City Planning Committee

2024-03-07

It was duly moved and seconded
THAT Council direct that Bylaw 2024-07, a bylaw to authorize a lease agreement with Physio Plus for space at the Canada Games Centre, be brought forward for consideration under the bylaw process.

Lease Agreement – Physio
Plus at the Canada Games
Centre

Carried Unanimously

2024-03-08

It was duly moved and seconded
THAT Council direct that Administration's alternative bylaw, a bylaw to amend text within the Zoning Bylaw, be brought forward for consideration under the bylaw process.

Official Community Plan and
Zoning Bylaw Amendments –
Mining Activities

Carried Unanimously

Marcus Harden, President of Gladiator Metals, appeared before Council as a delegate to speak against the proposed amendments to the Official Community Plan and Zoning Bylaw regarding mining activity. As prompted by Committee members, the delegate confirmed that nothing is being injected into the ground, and that consultation with First Nation governments has happened, and will happen at every stage.

Delegate Marcus Harden,
President, Gladiator Metals –
Advantages of Mineral
Exploration to the Whitehorse
Copper Belt

Regarding the proposed amendments to the Official Community Plan and Zoning Bylaw on mining activity, Jim Coyne, a representative of Kluane Drilling, spoke to Council about the impacts the amendments would have on the private sector and the negative message they would send to the mining community.

Delegate Jim Coyne, Kluane
Drilling – Potential Impacts of
Amendments to Private
Businesses

A Committee member raised concerns over a greenbelt within Whistle Bend that appears to have been over-cleared. Administration confirmed that the City will be working with the developer to address the potential over-clearing, and explore the possibility of restoration.

New Business – Whistle
Bend Greenbelt

Administration confirmed to Council that the City is working with the developer, being the Yukon Government, to address flooding issues on the Whistle Bend green street.

New Business – Drainage in
Whistle Bend

NEW AND UNFINISHED BUSINESS

2024-03-09

Following discussion, the original motion to allow 35 metres was amended to 40 metres; therefore, it was duly moved and seconded

THAT Council direct that a Bylaw be brought forward under the bylaw process to replace Section 15.8.7 of the Official Community Plan with the following wording: "The maximum building height allowed in the Mixed Use – Downtown Core designation will be 40 metres."

Motion – Councillor Laking –
Building Height Maximum

Carried (5-2)

IN SUPPORT: Councillors Cameron, Curteanu, Friesen,
Laking, and Murray

OPPOSED: Mayor Cabott and Councillor Boyd

BYLAWS

2024-03-10

It was duly moved and seconded
THAT Bylaw 2024-23, a bylaw to amend text within the Zoning Bylaw regarding mining activities, be given First Reading.
Carried Unanimously

BYLAW 2024-23
Zoning Amendment –
Mining Activities
FIRST READING

2024-03-11

It was duly moved and seconded
THAT Bylaw 2024-07, a bylaw to authorize a lease agreement with Physio Plus for space at the Canada Games Centre, be given First Reading.
Carried Unanimously

BYLAW 2024-07
Lease Agreement –
Physio Plus at the Canada
Games Centre
FIRST READING

2024-03-12

It was duly moved and seconded
THAT Bylaw 2024-07 be given Second Reading.
Carried Unanimously

BYLAW 2024-07
Lease Agreement –
Physio Plus at the Canada
Games Centre
SECOND READING

2024-03-13

It was duly moved and seconded
THAT Bylaw 2024-05, a bylaw to amend the 2023 to 2026 Capital Expenditure Program with respect to budget adjustments made throughout 2023, be given Third Reading.
Carried Unanimously

BYLAW 2024-05
Umbrella Capital Budget
Amendment Bylaw
THIRD READING

2024-03-14

It was duly moved and seconded
THAT Bylaw 2024-06, a bylaw to amend the 2023 to 2025 Operating Budget with respect to budget adjustments made throughout 2023, be given Third Reading.

BYLAW 2024-06
Umbrella Operating
Budget Amendment Bylaw
THIRD READING

Carried Unanimously

2024-03-15

It was duly moved and seconded
THAT Bylaw 2024-08, a bylaw to enter into a lease agreement with the Downtown Urban Gardeners Society for a 0.34 ha lease area comprised of Lot 6 and a portion of Lots 7-9, Block 144, Lots 1-5, Block 145, and a portion of Lane, Block 144, Plan 20148 LTO, be given Third Reading.

BYLAW 2024-08
Lease Agreement
Renewal – Downtown
Urban Gardeners Society
THIRD READING

Carried Unanimously

2024-03-16

It was duly moved and seconded
THAT Bylaw 2024-12, a bylaw to authorize the write-off of uncollectible accounts, be given Third Reading.

BYLAW 2024-12
Write-Off Uncollectable
Accounts
THIRD READING

Carried Unanimously

2024-03-17

It was duly moved and seconded
THAT Bylaw 2024-17, a bylaw to authorize a local improvement charge for urban electrification at Lot 1619, Block 105/D14, Plan 100044223, be given Third Reading.

BYLAW 2024-17
Urban Electrification Local
Improvement
THIRD READING

Carried Unanimously

There being no further business, the meeting adjourned at 7:55p.m. **ADJOURNMENT**

Laura Cabott, Mayor

Corporate Services



Minutes of the meeting of the Development Services Committee

Date	February 19, 2024	2024-04
Location	Council Chambers, City Hall	
Committee	Councillor Dan Boyd - Chair	
Members	Mayor Laura Cabott	
Present	Councillor Kirk Cameron	
	*Councillor Michelle Friesen	
	Councillor Ted Laking	
	Councillor Mellisa Murray	
Absent	Deputy Mayor Jocelyn Curteanu	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Taylor Eshpeter, A/Director of Operations and Infrastructure	

* Indicates electronic participation

Your Worship, there is no report from the Development Services Committee.



Minutes of the meeting of the City Operations Committee

Date	February 19, 2024	2024-04
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Ted Laking - Chair Mayor Laura Cabott Councillor Dan Boyd Councillor Kirk Cameron *Councillor Michelle Friesen Councillor Mellisa Murray	
Absent	Deputy Mayor Jocelyn Curteanu	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Valerie Braga, Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Taylor Eshpeter, A/Director of Operations and Infrastructure	

* Indicates electronic participation

Your Worship, the City Operations Committee respectfully submits the following report:

1. 2024 Transportation Master Plan

The 2024 Transportation Master Plan, a document meant to outline a long-term vision and strategy for guiding transportation decision-making, was presented. The goal of plan is to support collaborative efforts aimed at improving accessibility, equity, safety, and sustainability of the City's transportation network.

Information was provided as requested by Committee members on topics including but not limited to funding details, terminology and definitions, how each prioritized transportation mode will be supported and incorporated, and on specific areas such as Mountain View Drive, Robert Service Way, and the White Pass Trail. Administration also answered questions on various other aspects of the plan including free transit integration, parking stall size, and on near-future initiatives to fix current problem areas.

The Recommendation of the City Operations Committee is

THAT Council adopt the 2024 Transportation Master Plan as a guiding document.

2. New Business – Snow and Ice Accessibility Update

Administration provided an update on accessibility work in regard to snow and ice, citing an additional 100 staff and 220 contractor hours spent on the initiative since January.



Minutes of the meeting of the Community Services Committee

Date	February 19, 2024	2024-04
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Kirk Cameron – Chair Mayor Laura Cabott Councillor Dan Boyd *Councillor Michelle Friesen Councillor Ted Laking Councillor Mellisa Murray	
Absent	Deputy Mayor Jocelyn Curteanu	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Valerie Braga, Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Taylor Eshpeter, A/Director of Operations and Infrastructure Keri Rutherford, Program Supervisor, Recreation Services	

* Indicates electronic participation

Your Worship, the Community Services Committee respectfully submits the following report:

1. Recreation Grant Task Force Appointments

The Recreation Grant Task Force reviews recreation grant applications and provides funding recommendations. The term for three members has expired and there are three additional vacancies to fill. As a result, the City advertised seeking new members and, based on applications received, Administration is recommending six people be appointed to the Task Force.

The Recommendation of the Community Services Committee is

THAT Reid Vanier, John MacPhail, Kelan Deigh, Anne Morgan, Marg White and Jacob Rolcoff be appointed to the Recreation Grant Task Force for a five-year term to expire on March 2029.

2. Notice of Motion – Councillor Laking – Accessible Trails

Councillor Ted Laking presented a Notice of Motion to bring forward at the next Regular Council meeting February 26, 2024, on developing accessible trails within existing neighbourhoods.

3. New Business – Free Transit Update

Administration confirmed that in regard to the free transit fare discussions, the City is waiting to hear back from the NDP and Liberal parties on the last letters sent. Further information was provided on City involvement in the discussions.

4. Proclamation – Mother Language Day (February 21, 2024)

Mayor Laura Cabott proclaimed February 21, 2024 to be International Mother Language Day in the city of Whitehorse, recognizing the numerous mother languages in the community and the important role they play when communicating with friends and family.



**Minutes of the meeting of the
Public Health and Safety Committee**

Date	February 19, 2024	2024-04
Location	Council Chambers, City Hall	
Committee	Councillor Mellisa Murray - Chair	
Members	Mayor Laura Cabott	
Present	Councillor Dan Boyd	
	Councillor Kirk Cameron	
	*Councillor Michelle Friesen	
	Councillor Ted Laking	
Absent	Deputy Mayor Jocelyn Curteanu	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Taylor Eshpeter, A/Director of Operations and Infrastructure	

* Indicates electronic participation

Your Worship, there is no report from the Public Health and Safety Committee.



Minutes of the meeting of the Corporate Services Committee

Date	February 19, 2024	2024-04
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Ted Laking - Chair Mayor Laura Cabott Councillor Dan Boyd Councillor Kirk Cameron *Councillor Michelle Friesen Councillor Mellisa Murray	
Absent	Deputy Mayor Jocelyn Curteanu	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Valerie Braga, Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Taylor Eshpeter, A/Director of Operations and Infrastructure Svetlana Erickson, Manager, Financial Services Richard Graham, Manager, Fleet and Transportation Ira Webb, Manager, Water and Waste Services	

* Indicates electronic participation

Your Worship, the Corporate Services Committee respectfully submits the following report:

1. Public Input Report – 2024 to 2026 Operating Budget Bylaw

The Committee was presented with a summary of public input received on the 2024 Operating Budget and the 2025 and 2026 Provisional Budgets. Two written submissions were received which focused on transit and transportation, recreation, and on climate change and environmental concerns. Administration provided additional information on topics such as bus advertising revenue, local artwork and public washroom facilities.

The Recommendation of the Corporate Services Committee is

THAT Council direct that Bylaw 2024-01, a bylaw to adopt the 2024 Operating Budget and the 2025 and 2026 Provisional Budgets, be brought forward for Second and Third Readings under the bylaw process; and

THAT the associated 2024 Tax Levy Bylaw 2024-02, and Fees and Charges Amendment Bylaw 2024-03 be brought forward for Second and Third Readings under the bylaw process.

2. Upcoming Procurements (March/April) – For Information Only

In accordance with Council's Procurement Policy, Administration provided information to Council on anticipated procurements for Capital projects and operating requirements over \$100,000 for the period of March and April 2024. Additional details were given on specific projects as requested by Committee members.

3. Commencement Report – McIntyre Drive Traffic Calming

A commencement report was presented to authorize the procurement of construction services related to traffic calming on McIntyre Drive. Funding for the project is included in the approved 2024 Capital Expenditure Program and it has been confirmed that the Federal Active Transportation Fund will fund \$3,000,000 of the \$4,200,000. Administration addressed questions on safety concerns from Committee members and provided further detail on the involvement of Kwanlin Dün First Nation in the project.

The Recommendation of the Corporate Services Committee is

THAT Council authorize Administration to commence the procurement for project 240c00621 McIntyre Drive Traffic Calming.

4. Commencement Report – Replacement Aerial Apparatus

A commencement report was presented to authorize the procurement of a replacement aerial apparatus which is integral to the operation of the Fire Department. Funding for this project is approved in the 2024 Capital Expenditure Program with a total budget of \$3,500,000. Details on the importance and function of the apparatus were provided.

The Recommendation of the Corporate Services Committee is

THAT Council authorize Administration to commence the procurement for project 5000c00123 Replacement Aerial Apparatus.

5. Commencement Report – Waste Transfer Station Upgrades

A commencement report was presented to authorize the procurement of upgrades to the Waste Management Facility Transfer Station. This project has an approved budget of \$2,950,000 and an ICIP Payment Agreement for this amount was signed in September 2023.

The Recommendation of the Corporate Services Committee is

THAT Administration be authorized to commence the procurement for project 650c00819 Waste Management Facility Transfer Station Upgrades.

6. 2023 Council Summaries

As outlined in the Council Procedures Bylaw, a Summary Report was presented on attendance, expense and travel claims, and voting records for the members of Council for the 2023 reporting period of January 1, 2023 to December 31, 2023. Administration clarified procedure and budgets for the Council Member Expense and Travel Claims.

The Recommendation of the Corporate Services Committee is

THAT the Council Member Summary Reports for 2023 including attendance, expense and travel claims, and voting records for the members of Council be accepted as presented.

7. New Business – Street Renaming Update

A Committee member asked for an update on the street renaming motion that came forward in May 2023 to rename streets in the McIntyre Subdivision, to which Administration responded that the City is following the lead of the Kwanlin Dun First Nation and will be ready to proceed when they are.

8. New Business – First Nation 101 Training

Administration confirmed that the majority of the City's permanent staff have completed the mandatory First Nation 101 Training and that the City is working towards increasing the completion rate across other staff.

9. Notice of Motion – Councillor Friesen – Moving Forward Together

Councillor Michelle Friesen presented a Notice of Motion to bring forward at the next Regular Council meeting February 26, 2024, on reviewing the Truth and Reconciliation 94 Calls to Action, updating the Moving Forward Together document, and implementing a reporting system on progress to Council.

10. Notice of Motion – Councillor Friesen – Naming Policy

Councillor Michelle Friesen presented a Notice of Motion to bring forward at the next Regular Council meeting February 26, 2024, on amending the Municipal Addressing and Naming Policy to include all City events and awards, and incorporating an anti-racism and anti-discrimination lens to naming practices.



Minutes of the meeting of the City Planning Committee

Date	February 19, 2024	2024-04
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Dan Boyd - Chair Mayor Laura Cabott Councillor Kirk Cameron *Councillor Michelle Friesen Councillor Ted Laking Councillor Mellisa Murray	
Absent	Deputy Mayor Jocelyn Curteanu	
Staff Present	Jeff O'Farrell, City Manager Krista Mroz, Director of Community Services Valerie Braga, Director of Corporate Services Lindsay Schneider, Director of People and Culture Mike Gau, Director of Development Services Taylor Eshpeter, A/Director of Operations and Infrastructure	

* Indicates electronic participation

Your Worship, the City Planning Committee respectfully submits the following report:

1. Public Hearing Report – Zoning Amendment – 1302 Centennial Street

The Committee was presented with a report on submissions from the Public Hearing held on January 15, 2024 for the proposed Zoning Amendment at 1302 Centennial Street. No written submissions were received, and one member attended the Public Hearing in opposition. The report responded to the concerns raised at the Public Hearing on neighbourhood character, building height, vegetative buffer, the necessity of rezoning, spot zoning, and Administration's role in the rezoning review. Extra information was provided on how the proposed development compares to adjacent properties.

The Recommendation of the City Planning Committee is

THAT Council direct that Bylaw 2023-33, a bylaw to amend the zoning of 1302 Centennial Street from RS – Residential Single Detached to RMx(g) – Residential Multiple Housing (modified) to allow for the development of up to 10 dwelling units, be brought forward for Second and Third Reading under the bylaw process.

2. Zoning Amendment – Housing-Related Amendments

Based on recommendations from the Housing and Land Development Advisory Committee dated August 7, 2023, several amendments to the Zoning Bylaw were proposed to allow for a wider range of opportunities for residential development. Responding to questions from Committee members, Administration provided clarity on duplexes and on the criteria for 4-unit lots, and expanded on potential limitations from City services or country residential septic capacity.

The Recommendation of the City Planning Committee is

THAT Council direct that Bylaw 2024-16, a bylaw to amend the Zoning Bylaw to allow for a wider range of opportunities for residential development, be brought forward for consideration under the bylaw process.

3. HLDAC Short-Term Rental Recommendations

Administration presented recommendations from the Housing and Land Development Advisory Committee on Short-Term Rentals (STRs). The proposed changes include creating two types of STRs, limiting how many STRs an owner may have, ensuring STRs meet basic health and safety requirements, excluding STRs in residential zone where lower-cost housing is most likely, and requiring a business license. Various topics were expanded upon as prompted by Committee member questions, including the benefits of STRs and the potential benefits of regulation, limited access to market data, and strategies employed by other jurisdictions.

The Recommendation from the City Planning Committee is

THAT Council refer the Housing and Land Development Advisory Committee recommendations on Short-Term Rentals to Administration and that a study be completed regarding the impacts of Short-Term rentals and the proposed recommendations.

4. Delegate Ben Pereira, President of Neighbourly North – The Short-Term Housing Market

Delegate Ben Pereira, President of Neighbourly North, appeared before Council to speak on the short-term rental market and the history of Neighbourly North. The delegate commented that good companies are in favour of regulations as long as they are fair and based on feedback from the community and then provided clarity on short-term rental terminology as requested by a Committee member.

There being no further business the meeting adjourned at 10:28 P.M.

Laura Cabott, Mayor

Corporate Services

Motion
as modified

TO: Council

From: Councillor Ted Laking

Date: February 26, 2024 – Regular Council Meeting

Re: Motion – Accessible Trails

I, Councillor Ted Laking, having given notice at the Standing Committee meeting held February 19, 2024, now move as follows:

WHEREAS the City of Whitehorse's strategic priorities include increasing accessibility for all and improving City services to support aging in place; and

WHEREAS a trail network that is accessible for all is one way to support these goals; and

WHEREAS accessible trails are also a way to encourage active transportation; and

WHEREAS some trails necessary to connect neighbourhoods would be required to go through the Alaska Highway right-of-way which is a Yukon Government responsibility;

THEREFORE, BE IT RESOLVED THAT Council direct the Mayor to write the Minister of Highways and Public Works to follow-up on previous communications between the City and the Yukon Government requesting that accessible trails be developed connecting neighbourhoods via the Alaska Highway Corridor such as in between Pine Ridge and Fox Haven; and

THAT ~~Council direct administration~~ Administration be directed to develop a plan to identify and develop estimated costs for accessible trails that could be developed within existing neighbourhoods, such as Porter Creek and Whistle Bend, ~~to be considered as part of this year's~~ for submission to the 2025 capital budget process.

Motion

TO: Council

From: Councillor Michelle Friesen

Date: February 26, 2024 – Regular Council Meeting

Re: Motion – Moving Forward Together

I, Councillor Michelle Freisen, having given notice at the Standing Committee meeting held February 19, 2024, now move as follows:

WHEREAS the City of Whitehorse has committed to moving forward in the spirit of reconciliation and to strengthening its relationships with both the Kwanlin Dün First Nation and the Ta'an Kwäch'än Council; and

WHEREAS the Truth and Reconciliation 94 Calls to Action remain a priority to local First Nations and the City of Whitehorse; and

WHEREAS reconciliation is an ongoing journey that requires meaningful continued engagement and work in which we all have an important role to play; and

WHEREAS the Moving Forward Together Action Plan was released in 2016 with the last update on progress being released in 2018;

THEREFORE, BE IT RESOLVED THAT Administration complete a review of the Truth and Reconciliation 94 Calls to Action & identify those which fall under the jurisdiction of the municipality as well as any general calls to action which can be implemented, reaffirmed or worked towards on an ongoing basis by the City;

THAT the identified actions be shared through an update of the Moving Forward Together document and that this update is to be done in consultation with Kwanlin Dün First Nation and the Ta'an Kwäch'än Council;

THAT the update includes our current status on the 2016 actions as well as timelines and implementation plans for each item moving forward; and

THAT an update on the implementation of the identified Calls to Action and other reconciliation work within the City of Whitehorse be provided through an annual report presented to Council through the regular Committee and Council process.

Motion

TO: Council

From: Councillor Michelle Friesen

Date: February 26, 2024 – Regular Council Meeting

Re: Motion – Naming Policy

I, Councillor Michelle Freisen, having given notice at the Standing Committee meeting held February 19, 2024, now move as follows:

WHEREAS the City of Whitehorse is focused on fostering a safe, inclusive and welcoming community for all residents and visitors; and

WHEREAS this Council's Strategic Priorities include improving inclusivity and diversity in Whitehorse, as well as evaluating opportunities to ensure a respectful community;

THEREFORE, BE IT RESOLVED THAT the 'Municipal Addressing and Naming Policy' Policy Statement #2 be amended to include all City events, awards, and other city responsible naming scenarios; and

THAT the City develop a section of the policy that ensures the names and language used is reflective of an anti-racism /anti-discrimination lens that would encourages more diverse and inclusive naming practices.

CITY OF WHITEHORSE

BYLAW 2024-16

A bylaw to amend Zoning Bylaw 2012-20

WHEREAS section 289 of the *Municipal Act* provides that a zoning bylaw may prohibit, regulate and control the use and development of land and buildings in a municipality; and

WHEREAS section 294 of the *Municipal Act* provides for amendment of the Zoning Bylaw; and

WHEREAS it is deemed desirable that the Whitehorse Zoning Bylaw be amended to allow for a wider range of opportunities for residential development;

NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. Section 2 of Zoning Bylaw 2012-20 is hereby amended by modifying the existing definitions in subsection 2.2 of “GARDEN SUITE”, “HOUSING, DUPLEX”, “HOUSING, SINGLE DETACHED”, “HOUSING, TOWNHOUSE”, “HOUSING, TRIPLEX”, and “LIVING SUITE” to read as follows:

“GARDEN SUITE” means a secondary dwelling unit located on a lot where the principal use is single detached, duplex, triplex, or townhouse housing.”

“HOUSING, DUPLEX” means two dwelling units in a single building side by side or above and below each other. Each duplex unit may contain up to two living suites.”

“HOUSING, SINGLE DETACHED” means a detached building that may contain one principal dwelling unit and up to two living suites, including modular homes but excluding mobile homes.”

“HOUSING, TOWNHOUSE” means three or more side-by-side dwelling units in a single building, sharing common interior walls and each having a private ground oriented entrance. Each townhouse unit may contain up to two living suites.”

“HOUSING, TRIPLEX” means three individual dwelling units in a single building, each having a private ground oriented entrance. Each triplex unit may contain up to two living suites.”

“LIVING SUITE” means a separate, self-contained, dwelling unit within a single detached house, or duplex, triplex, or townhouse unit.”

2. Section 6 of Zoning Bylaw 2012-20 is hereby amended by deleting existing subsection 6.7.1 d) and renumbering the remaining subsections accordingly.
3. Section 6 of Zoning Bylaw 2012-20 is hereby amended by modifying existing subsections 6.7.1 f), 6.7.1 g), and 6.7.1 h) to read as follows:

“6.7.1 Garden suites, when permitted, shall:

- f) be limited to up to two suites per lot;
- g) have a minimum setback of 1.0 m from the principal building; and
- h) have a maximum of 60 m² gross floor area on the second storey in urban residential areas.”

4. Section 6 of Zoning Bylaw 2012-20 is hereby amended by modifying existing section 6.7.2 to read as follows:

“6.7.2 When permitted, garden suites may be located in the front, side, or rear yard.”

5. Section 6 of Zoning Bylaw 2012-20 is hereby amended by deleting existing subsection 6.7.3 and renumbering the remaining subsections accordingly.

6. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsection 6.7.4 to read as follows and renumbering the remaining subsections accordingly:

“6.7.4 The minimum setbacks for garden suites in the RC1 and RC2 zones shall be the same as the setbacks applicable to the principal uses in each zone.”

7. Section 6 of the Zoning Bylaw 2012-20 is hereby amended to delete existing subsection 6.7.5, subsection 6.7.6, and subsection 6.7.7, and renumbering the remaining subsections accordingly.

8. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsection 6.7.5 to read as follows and renumbering the remaining subsections accordingly:

“6.7.5 The minimum setbacks for garden suites in urban residential areas are as follows:

- a) The front yard setback shall be the same as the setback applicable to principal uses in each zone;
- b) For garden suites under 4.5 m in height, the minimum required side and rear yard setbacks are 1.5 m. One of the side yard setbacks may be reduced to 0.6 m when the garden suite is located in the side or rear yard;
- c) For garden suites 4.5 to 7.0 m in height, the minimum side and rear yard setbacks required are 1.5 m;
- d) Notwithstanding section 6.7.5 a) and b), the minimum rear yard setback for garden suites with lane access is 0.6 m. The rear yard setback for garden suites without lane access may also be reduced to 0.6 m, at the discretion of the Development Officer, if the rear lot line is adjacent to a public right-of-way or undeveloped or publicly owned land such as greenbelt, parks, schools, etc.; and

- e) In no case shall the side yard setback for a garden suite be 0 m.”

9. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsection 6.7.6 to read as follows and renumbering the remaining subsections accordingly:

“6.7.6 When side or rear yard setbacks are reduced to less than 1.5 m, the following applies:

- a) building entryways and doorways are prohibited on the side of the building facing the reduced side yard setback, unless it is adjacent to a lane;
- b) windows are placed so as to minimize overlook onto adjacent properties; and
- c) the development complies with any other additional provisions a Development Officer deems necessary to preserve the privacy of adjacent properties.”

10. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 6.7.8 to read as follows:

“6.7.8 Garden suites may be permitted where a living suite or garden suite is established, up to a maximum of two living or garden suites in any combination on a single parcel (e.g., two garden suites, two living suites, or one of each), unless otherwise specified in this bylaw.”

11. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 6.7.9 to read as follows:

“6.7.9 Garden suites shall have unobstructed pedestrian access to a street frontage and a parking area to the satisfaction of a Development Officer.”

12. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 6.7.10 to read as follows:

“6.7.10 Garden suites shall only be permitted where the principal use is single detached housing, duplex, triplex, or townhouse housing.”

13. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 6.7.11 to read as follows:

“6.7.11 Garden suites must be maintained on the same parcel as a principal dwelling.”

14. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 6.13.1 to read as follows:

“6.13.1 Living suites shall conform to the following regulations:

- a) living suites may not exceed more than 100 m² gross floor area, including basement floor area; and
- b) living suites are only permitted in a single detached house, duplex, triplex, or townhouse unit, unless otherwise specified in this bylaw.”

15. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 6.13.2 to read as follows:

“6.13.2 Living suites may be permitted where a garden suite is established, up to a maximum of two living or garden suites in any combination on a single parcel (e.g., two living suites, two garden suites, or one of each), unless otherwise specified in this bylaw.”

16. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by deleting existing subsection 6.13.3 and renumbering the remaining subsections accordingly.

17. Section 6 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 6.13.4 to read as follows:

“6.13.4 Living suites shall have unobstructed pedestrian access to a street frontage and a parking area to the satisfaction of a Development Officer.”

18. Section 7 of the Zoning Bylaw 2012-20 is hereby amended by modifying the existing rows titled “Housing, Apartment*”, “Housing, Multiple (excluding apartments)*”, and “Living and Garden Suites” in Table 7.3.6 a) Residential Parking Requirements to read as follows:

Housing, Apartment*	1	Dwelling unit	1	Up to 930m ² GFA	1 per building
	1 visitor	7 dwelling units	1	Over 930m ² GFA	
Housing, Multiple (excluding apartments)*	1	Dwelling unit	N/A	N/A	1 per building
	1 visitor	7 dwelling units	N/A	N/A	
Living and Garden Suites	1	2 living or garden suites	N/A	N/A	N/A

19. Section 7 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsection 7.3.8 to read as follows and renumbering the remaining subsection accordingly:

“7.3.8 Residential uses in the CC, CM1, CM2, CN, CNC, and CN2 zones are exempt from providing off-street visitor parking and loading spaces.”

20. Section 7 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 7.6.3 to read as follows:

“7.6.3 In a residential zone, off-street parking spaces:

- a) may be located within a driveway with a 1.0 m setback from the front property line or exterior side property line; and
 - b) shall not be located in an interior side yard setback adjacent to a public thoroughfare (lane, trail, etc.), unless the parking area is screened from view by either fencing or landscaping.”
- 21. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsection 9.1.6 a) to read as follows and renumbering the remaining subsections accordingly:
 - “9.1.6 Other Regulations
 - a) A maximum of one living suite or one garden suite shall be permitted.”
- 22. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsection 9.2.6 a) to read as follows and renumbering the remaining subsection accordingly:
 - “9.2.6 Other Regulations
 - a) A maximum of one living suite or one garden suite shall be permitted.
- 23. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.3.2 b) to read as follows:
 - “9.3.2 Principal Uses
 - b) housing: multiple, residential care homes”
- 24. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.3.6 a) to read as follows:
 - “9.3.6 Other Regulations
 - a) the minimum number of units per building is three.”
- 25. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by deleting existing subsection 9.3.6 c) and renumbering the remaining subsections accordingly.
- 26. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding a new subsection 9.5.3 e) to read as follows:
 - “9.5.3 Secondary Uses
 - e) living suites”
- 27. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by deleting existing subsection 9.5.6 d) and renumbering the remaining subsections accordingly.
- 28. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.6.1 to read as follows:
 - “9.6.1 Purpose

To provide a comprehensive development zone for compact fee-simple single detached, duplex and multiple housing that is developed as part of a complete neighbourhood.”

29. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.6.2 b) to read as follows:

“9.6.2 Principal Uses

- b) housing: single detached, duplex, multiple, residential care homes”

30. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsections 9.6.5 b), 9.6.5 c), and 9.6.5 j) to read as follows:

“9.6.5 Development Regulations

- b) the minimum lot area for single detached, duplex, and multiple housing is 320 m².
- c) the minimum lot area for duplex housing where each unit is on a separate fee simple lot is 275 m².
- j) the minimum rear yard setback is 11.0 m for the principal building, except:
 - (1) in the case that the principal building is one storey, the rear yard setback may be reduced to 6.0 m, or
 - (2) if more than one dwelling unit is provided, the rear yard setback may be reduced to 3.0 m.”

31. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.6.6 b) to read as follows:

“9.6.6 Other Regulations

- b) In addition to the regulations listed above, other regulations may apply. These include the general development regulations of section 5 (accessory development, site design, yards, etc.); the specific use regulations of section 6 (bed and breakfast lodging, home based businesses, etc.); the parking regulations of section 7; and the sign regulations of section 8. Regulations in Section 6.14 Multiple Housing do not apply to multiple housing developments in this zone.”

32. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsections 9.6.6 a) and 9.6.6 b) to read as follows and renumbering remaining subsections accordingly:

“9.6.6 Other Regulations

- a) The maximum number of dwelling units per lot is four. Up to two of these units may be living or garden suites.
- b) Lots with a dwelling that is attached to another dwelling on a separate adjacent lot (e.g., duplex with each unit on a

separate, fee simple lot) cannot build up to four dwelling units, but can provide up to two suites.”

33. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.7.2 b) to read as follows:

“9.7.2 Principal Uses

- b) housing: single detached, duplex, multiple, residential care homes”

34. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsections 9.7.5 c), and 9.7.5 d) to read as follows:

“9.7.5 Development Regulations

- c) the minimum lot area for single detached, duplex, and multiple housing is 490 m².
d) the minimum lot area for duplex housing where each unit is on a separate fee simple lot is 390 m².”

35. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by deleting existing subsection 9.7.5 d) and renumbering the remaining subsections accordingly.

36. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.7.6 b) to read as follows:

“9.7.6 Other Regulations

- b) In addition to the regulations listed above, other regulations may apply. These include the general development regulations of section 5 (accessory development, site design, yards, etc.); the specific use regulations of section 6 (bed and breakfast lodging, home based businesses, etc.); the parking regulations of section 7; and the sign regulations of section 8. Regulations in Section 6.14 Multiple Housing do not apply to multiple housing developments in this zone.”

37. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsections 9.7.6 a) and 9.7.6 b) to read as follows and renumbering remaining subsections accordingly:

“9.7.6 Other Regulations

- a) The maximum number of dwelling units per lot is four. Up to two of these units may be living or garden suites.
b) Lots with a dwelling that is attached to another dwelling on a separate adjacent lot (e.g., duplex with each unit on a separate, fee simple lot) cannot build up to four dwelling units, but can provide up to two suites.”

38. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing

subsection 9.8.1 to read as follows:

“9.8.1 Purpose

To provide a zone for single detached, duplex, and multiple housing on urban lots with a broad range of residential related uses.”

39. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.8.2 b) to read as follows:

“9.8.2 Principal Uses

- b) housing: single detached, duplex, multiple, residential care homes”

40. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsections 9.8.5 b), 9.6.5 c), and 9.6.5 d) to read as follows:

“9.8.5 Development Regulations

- b) the minimum lot area for single detached, duplex, and multiple housing is 400 m².
c) the minimum lot area for duplex housing where each unit is on a separate fee simple lot is 337 m².
d) the maximum site coverage is 35%. The maximum site coverage may be increased to 50% if more than one dwelling unit is provided.”

41. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.8.6 b) to read as follows:

“9.8.6 Other Regulations

- b) In addition to the regulations listed above, other regulations may apply. These include the general development regulations of section 5 (accessory development, site design, yards, etc.); the specific use regulations of section 6 (bed and breakfast lodging, home based businesses, etc.); the parking regulations of section 7; and the sign regulations of section 8. Regulations in Section 6.14 Multiple Housing do not apply to multiple housing developments in this zone.”

42. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsections 9.8.6 a) and 9.8.6 b) to read as follows and renumbering remaining subsections accordingly:

“9.8.6 Other Regulations

- a) The maximum number of dwelling units per lot is four. Up to two of these units may be living or garden suites.
b) Lots with a dwelling that is attached to another dwelling on a separate adjacent lot (e.g., duplex with each unit on a separate, fee simple lot) cannot build up to four dwelling units,

but can provide up to two suites.”

43. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsections 9.9.3 d) and 9.9.3 f) to read as follows and renumbering remaining subsections accordingly:

“9.9.3 Secondary Uses

- d) garden suites
- f) living suites”

44. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.11.5 c) to read as follows:

“9.11.5 Development Regulations

- c) the minimum lot area is 360 m².”

45. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.11.6 a) to read as follows:

“9.11.6 Other Regulations

- a) The maximum number of dwelling units per lot is four. Up to two of these units may be living or garden suites.”

46. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsection 9.11.6 b) to read as follows and renumbering remaining subsections accordingly:

“9.11.6 Other Regulations

- b) Lots with a dwelling unit that is attached to another dwelling on a separate adjacent lot (e.g., duplex with each unit on a separate fee simple lot) cannot build up to four dwelling units, but can provide up to two suites.”

47. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.14.1 to read as follows:

“9.14.1 Purpose

To provide a zone for single detached, duplex, and multiple housing on larger urban serviced lots with a restricted range of associated uses.”

48. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.14.2 b) to read as follows:

“9.14.2 Principal Uses

- b) housing: single detached, duplex, multiple”

49. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding a new subsections 9.14.3 b) and 9.14.3 d) to read as follows and renumbering the

remaining subsections accordingly:

“9.14.3 Secondary Uses

- b) garden suites
- d) living suites”

50. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsections 9.14.4 b), 9.14.4 c), 9.14.4 f), and 9.14.4 h) to read as follows:

“9.14.4 Development Regulations

- b) the minimum lot area is 700 m².
- c) the maximum site coverage is 35%. The maximum site coverage may be increased to 50% if more than one dwelling unit is provided.
- f) the minimum side yard setback is 3.0 m on one side and 1.5 m on the other side. The minimum side yard setback may be reduced to 1.5 m on both sides if more than one dwelling unit is provided.
- h) the minimum rear yard setback is 6.0 m except on a corner lot. The minimum rear yard setback may be reduced to 3.0 m if more than one dwelling unit is provided.”

51. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsections 9.14.5 a), 9.14.5 b), and 9.14.5 c) to read as follows:

“9.14.5 Other Regulations

- a) All housing developments shall install a hard-surfaced driveway, walkway, and complete landscaping of the front yard in accordance with section 5.5.2.8 of this bylaw within one year of issuance of the occupancy permit. Where a lot fronts on two streets, the landscaping standard shall apply to both frontages.
- b) Occupancy approval shall not be granted for any housing until the building exterior has been completed.
- c) In addition to the regulations listed above, other regulations may apply. These include the general development regulations of section 5 (accessory development, site design, yards, etc.); the specific use regulations of section 6 (bed and breakfast lodging, home based businesses, etc.); the parking regulations of section 7; and the sign regulations of section 8. Regulations in Section 6.14 Multiple Housing do not apply to multiple housing developments in this zone.”

52. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsection 9.14.5 a) to read as follows and renumbering the remaining subsections accordingly:

“9.14.5 Other Regulations

- a) The maximum number of dwelling units per lot is four. Up to two of these units may be living or garden suites.”

53. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.15.1 to read as follows:

“9.15.1 Purpose

To provide a zone for a range of single detached, duplex, and multiple housing on urban lots with a broad range of residential related uses.”

54. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.15.2 b) to read as follows:

“9.15.2 Principal Uses

- b) housing: single detached, duplex, multiple, residential care homes”

55. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by deleting existing subsections 9.15.5 e), 9.15.5 f), and 9.15.5 m) and renumbering the remaining subsections accordingly.

56. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsections 9.15.5 c), 9.15.5 d), 9.15.5 g), and 9.15.5 j) to read as follows:

“9.15.5 Development Regulations

- c) the minimum lot area for single detached, duplex, and multiple housing is 462 m².
- d) the minimum lot area for duplex housing where each unit is on a separate fee simple lot is 372 m².
- g) the maximum site coverage is 40%. The maximum site coverage may be increased to 50% if more than one dwelling unit is provided.
- j) the minimum rear yard setback is 3.0 m on one side and 1.5 m on the other side except that:
 - (1) where there is access to the rear of the lot by a lane, the side yard setback requirement may be reduced to 1.5 m on both sides; and
 - (2) in the case of a side-by-side duplex on separate, adjacent lots, one side yard setback may be reduced to zero and the other shall be 3.0 m; and
 - (3) where more than one dwelling unit is provided, the side yard setbacks may be reduced to 1.5 m on both sides.”

57. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.15.6 c) to read as follows:

“9.15.6 Other Regulations

- c) In addition to the regulations listed above, other regulations

may apply. These include the general development regulations of section 5 (accessory development, site design, yards, etc.); the specific use regulations of section 6 (bed and breakfast lodging, home based businesses, etc.); the parking regulations of section 7; and the sign regulations of section 8. Regulations in Section 6.14 Multiple Housing do not apply to multiple housing developments in this zone.”

58. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsections 9.15.6 a) and 9.15.6 b) to read as follows and renumbering remaining subsections accordingly:

“9.15.6 Other Regulations

- a) The maximum number of dwelling units per lot is four. Up to two of these units may be living or garden suites.
- b) Lots with a dwelling that is attached to another dwelling on a separate adjacent lot (e.g., duplex with each unit on a separate fee simple lot) cannot build up to four units, but can provide up to two suites.”

59. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.16.2 b) to read as follows:

“9.16.2 Principal Uses

- b) housing: single detached, duplex, multiple, residential care homes”

60. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by deleting existing subsections 9.16.5 e), 9.16.5 f), and 9.16.5 n) and renumbering the remaining subsections accordingly.

61. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsections 9.16.5 c), 9.16.5 d), 9.16.5 g), and 9.16.5 j) to read as follows:

“9.16.5 Development Regulations

- c) the minimum lot area for single detached, duplex, and multiple housing is 462 m².
- d) the minimum lot area for duplex housing where each unit is on a separate fee simple lot is 372 m².
- g) the maximum site coverage is 40%. The maximum site coverage may be increased to 50% if more than one dwelling unit is provided.
- j) the minimum rear yard setback is 3.0 m on one side and 1.5 m on the other side except that:
 - (1) where there is access to the rear of the lot by a lane, the side yard setback requirement may be reduced to 1.5 m on both sides; and

- (2) in the case of a side-by-side duplex on separate, adjacent lots, one side yard setback may be reduced to zero and the other shall be 3.0 m; and
- (3) where more than one dwelling unit is provided, the side yard setbacks may be reduced to 1.5 m on both sides.”

62. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by modifying existing subsection 9.16.6 c) to read as follows:

“9.16.6 Other Regulations

- c) In addition to the regulations listed above, other regulations may apply. These include the general development regulations of section 5 (accessory development, site design, yards, etc.); the specific use regulations of section 6 (bed and breakfast lodging, home based businesses, etc.); the parking regulations of section 7; and the sign regulations of section 8. Regulations in Section 6.14 Multiple Housing do not apply to multiple housing developments in this zone.”

63. Section 9 of the Zoning Bylaw 2012-20 is hereby amended by adding new subsections 9.16.6 a) and 9.16.6 b) to read as follows and renumbering the remaining subsections accordingly:

“9.16.6 Other Regulations

- a) The maximum number of dwelling units per lot is four. Up to two of these units may be living or garden suites.
- b) Lots with a dwelling that is attached to another dwelling on a separate adjacent lot (e.g., duplex with each unit on a separate fee simple lot) cannot build up to four units, but can provide up to two suites.”

64. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING:

PUBLIC NOTICE:

PUBLIC HEARING:

SECOND READING:

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

CITY OF WHITEHORSE

BYLAW 2023-33

A bylaw to amend Zoning Bylaw 2012-20

WHEREAS section 289 of the *Municipal Act* provides that a zoning bylaw may prohibit, regulate and control the use and development of land and buildings in a municipality; and

WHEREAS section 294 of the *Municipal Act* provides for amendment of the Zoning Bylaw; and

WHEREAS it is deemed desirable that the Whitehorse Zoning Bylaw be amended to allow for the development of up to 10 dwelling units on Lot 85, Plan 25142 LTO YT, Porter Creek Subdivision, municipally known as 1302 Centennial Street;

NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. Section 9.12.7 of Zoning Bylaw 2012-20 is hereby amended by adding a new subsection 9.12.7 Special Modifications g) as follows:

“g), Lot 85, Plan 25142 LTO YT at 1302 Centennial Street in the Porter Creek Subdivision, is designated RMx(g) with the special modifications being:

- (1) the maximum height is 13.0 m;
- (2) the maximum density is 10 units; and,
- (3) A vegetative buffer between the RMx(g) and adjacent residential zones is not required on the side yards.

2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of 1302 Centennial Street from RS – Residential Single Family to RMx(g) – Residential Multiple Housing (modified), as indicated on Appendix A and forming part of this bylaw.

3. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING:

December 11, 2023

PUBLIC NOTICE:

December 15, 2023

PUBLIC HEARING:

January 15, 2024

SECOND READING:

THIRD READING and ADOPTION:

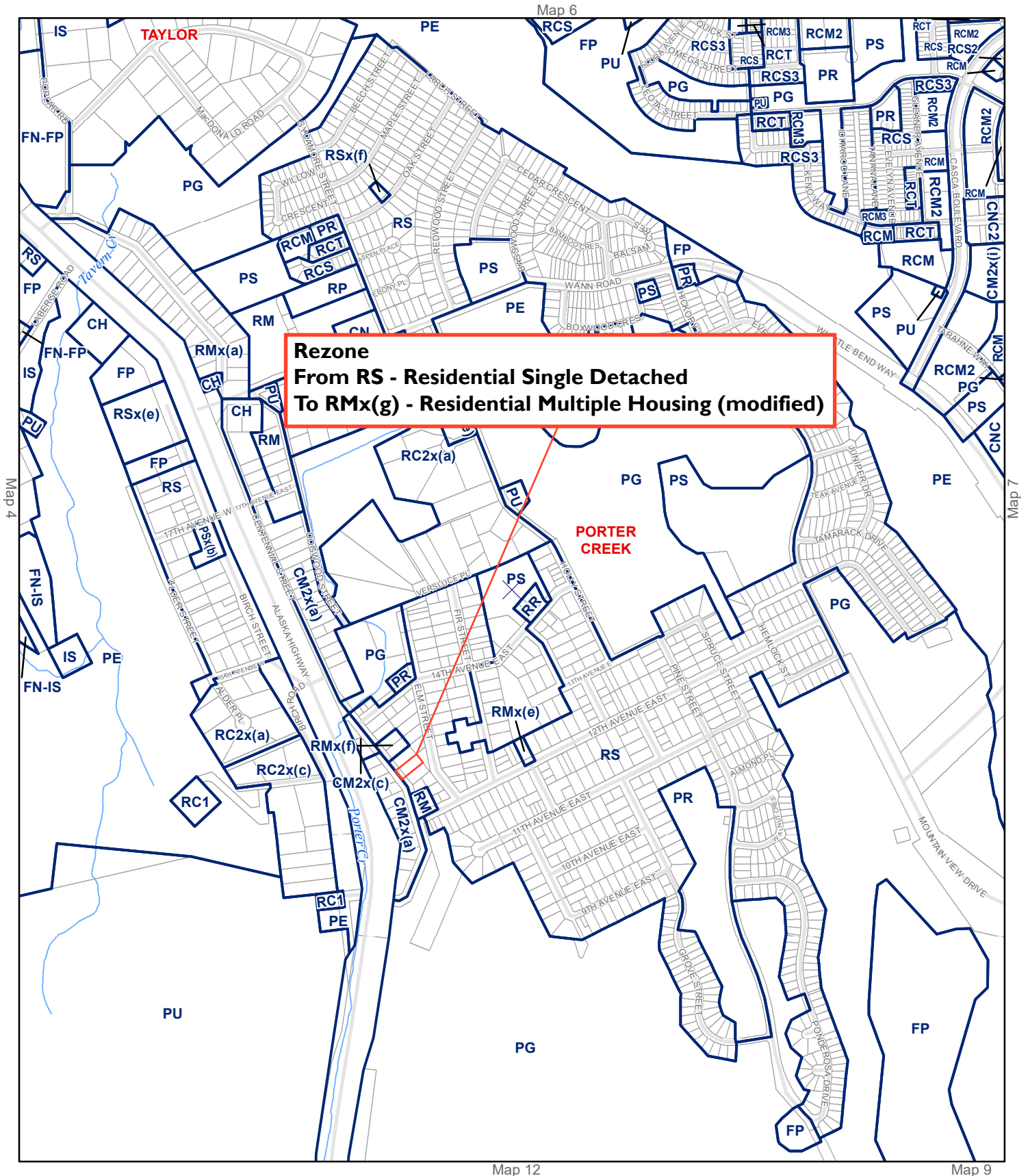
Laura Cabott, Mayor

Corporate Services

MAP 5

Appendix A, Bylaw Map
Bylaw 2023-33

PORTER CREEK



Where a letter appears in brackets following a zoning designation, e.g. RSx(a), the letter corresponds to the 'special restrictions' subsection for that zone.



0 590
Meters
Projection: NAD 1983 UTM Zone 8

Consolidation date:
June 15, 2023

CITY OF WHITEHORSE
BYLAW 2024-01

A bylaw to adopt the 2024 annual operating budget and the 2025 and 2026 provisional budgets

WHEREAS section 238 of the *Municipal Act* (R.S.Y. 2002) provides that council shall by bylaw cause an annual operating budget to be prepared and adopted; and;

WHEREAS section 239 of the *Municipal Act* provides that council may establish by bylaw a procedure to authorize and verify expenditures that vary from the annual operating expenditure program;

NOW THEREFORE the council of the municipality of the City of Whitehorse in open meeting assembled HEREBY ENACTS AS FOLLOWS:

1. The 2024 annual operating budget and the provisional budgets for 2025 and 2026, attached hereto as Appendix "A" and forming part of this bylaw, is hereby adopted.
2. No expenditure may be made that is not provided for in the 2024 annual operating budget unless such expenditure is approved:
 - (1) by resolution of council to a maximum expenditure of \$500,000.00; or
 - (2) by bylaw for expenditures in excess of \$500,000.00.
3. Expenditures authorized in accordance with section 2(1) of this bylaw that result in an increase in total expenditures above what was approved in the 2024 operating budget shall be brought forward for final approval through an umbrella bylaw at year end.
4. The Director of Corporate Services is hereby authorized to re-allocate funds within the line items in Appendix "A" to a maximum expenditure of \$100,000.00.
5. The Director of Corporate Services and City Manager may jointly re-allocate funds between the line items in Appendix "A" to a maximum expenditure of \$100,000.00.
5. This bylaw shall be deemed to have been in full force and effect on January 1, 2024.

FIRST READING:	January 29, 2024
PUBLIC NOTICE:	January 29, 2024
PUBLIC INPUT SESSION:	February 12, 2024
SECOND READING:	
THIRD READING and ADOPTION:	

Laura Cabott, Mayor

Corporate Services

CITY OF WHITEHORSE
2024-2026 OPERATING BUDGET
APPENDIX A - REVENUES

	2023 Revised Budget	2024 Budget	2025 Provisional	2026 Provisional
01 General Government				
140 Community Services	-	(100,000)	(100,000)	(50,000)
220 Legislative & Administrative Services	(5,940)	(104,740)	(940)	(940)
240 Engineering Services	(374,405)	(473,749)	(461,038)	(466,009)
260 Financial Services	(65,307,510)	(72,586,156)	(74,640,777)	(78,808,356)
280 Human Resources	(125,000)	(100,000)	(125,000)	(125,000)
300 Business & Information Technology Services	(1,000)	(1,000)	(1,000)	(1,000)
360 Property Management	(130,109)	(132,905)	-	-
650 Water & Waste Services	-	-	-	-
Total Revenues	(65,943,964)	(73,498,550)	(75,328,755)	(79,451,305)
02 Protective Services				
260 Financial Services	(25,000)	(25,000)	(25,000)	(25,000)
400 Bylaw Services	(1,285,096)	(1,209,021)	(1,209,021)	(1,209,021)
440 Fire & Emergency Services	(37,753)	(37,753)	(37,753)	(37,753)
460 Safety Services	(20,000)	(20,000)	(20,000)	(20,000)
721 Land & Building Services	(1,905,862)	(2,056,530)	(2,056,530)	(2,056,530)
Total Revenues	(3,273,711)	(3,348,304)	(3,348,304)	(3,348,304)
03 Transportation Services				
260 Financial Services	(5,390,789)	(5,944,567)	(6,029,810)	(6,029,810)
500 Fleet and Transportation Maintenance	(493,614)	(497,641)	(433,134)	(433,134)
580 Transit Services	(1,692,251)	(1,990,050)	(2,142,236)	(2,199,236)
Total Revenues	(7,576,654)	(8,432,258)	(8,605,180)	(8,662,180)
04 Environmental Services				
260 Financial Services	(62,000)	(62,000)	(62,000)	(62,000)
360 Property Management	(26,925)	(26,925)	(26,925)	(26,925)
650 Water & Waste Services	(17,496,706)	(18,329,148)	(18,665,615)	(18,919,322)
720 Planning & Sustainability	(25,000)	(25,000)	(25,000)	(25,000)
Total Revenues	(17,610,631)	(18,443,073)	(18,779,540)	(19,033,247)
05 Public Health Services				
740 Parks & Community Development	(63,306)	(64,572)	(64,572)	(64,572)
Total Revenues	(63,306)	(64,572)	(64,572)	(64,572)
06 Community Development Services				
720 Planning & Sustainability	(181,069)	(72,000)	(72,000)	(72,000)
721 Land & Building Services	(1,273,778)	(1,276,928)	(1,276,928)	(1,276,928)
Total Revenues	(1,454,847)	(1,348,928)	(1,348,928)	(1,348,928)
07 Recreation & Cultural Services				
740 Parks & Community Development	(273,442)	(249,860)	(251,860)	(251,860)
750 Recreation & Facility Services	(4,532,389)	(5,170,006)	(4,942,228)	(4,767,941)
Total Revenues	(4,805,831)	(5,419,866)	(5,194,088)	(5,019,801)
Total	\$ (100,728,944)	\$ (110,555,551)	\$ (112,669,367)	\$ (116,928,337)

CITY OF WHITEHORSE
2024-2026 OPERATING BUDGET
APPENDIX A - EXPENSES

	2023	2024	2025	2026
	Revised Budget	Budget	Provisional	Provisional
01 General Government				
100 City Manager	449,038	520,162	534,575	546,937
110 Corporate Services	293,910	328,678	338,072	346,144
120 Infrastructure and Operations	293,910	328,678	338,072	346,144
130 Development Services	301,910	338,678	348,072	356,144
140 Community Services	287,410	428,678	438,072	396,144
160 People and Culture	303,910	338,678	348,072	356,144
200 Strategic Communications	519,181	696,933	715,890	732,170
220 Legislative & Administrative Services	1,558,239	1,790,325	1,597,639	1,618,151
240 Engineering Services	1,769,114	2,030,897	2,170,703	2,218,991
260 Financial Services	12,641,027	14,514,826	14,438,355	17,056,530
280 Human Resources	2,364,072	2,981,113	3,163,133	3,277,408
290 Payroll	309,476	342,890	350,676	359,161
300 Business & Information Technology Services	1,917,248	2,061,749	2,177,078	2,222,674
360 Property Management	3,165,861	3,434,272	3,352,877	3,423,150
650 Water & Waste Services	-	-	-	-
900 Strategic Funding	205,135	243,025	250,078	256,139
Total Expenses	26,379,441	30,379,582	30,561,364	33,512,031
02 Protective Services				
360 Property Management	1,195,588	1,103,397	1,063,718	1,028,586
400 Bylaw Services	2,207,115	2,344,883	2,322,425	2,366,835
440 Fire & Emergency Services	7,443,875	8,130,488	8,696,923	9,079,734
460 Safety Services	426,552	681,610	813,734	831,707
721 Land & Building Services	885,641	906,930	922,235	938,987
Total Expenses	12,158,771	13,167,308	13,819,035	14,245,849
03 Transportation Services				
360 Property Management	216,438	203,140	205,959	207,966
500 Fleet and Transportation Maintenance	18,216,388	20,121,120	20,374,272	20,424,831
580 Transit Services	6,327,086	7,140,547	7,750,643	8,162,241
Total Expenses	24,759,912	27,464,807	28,330,874	28,795,038
04 Environmental Services				
360 Property Management	400,489	487,919	494,104	497,723
650 Water & Waste Services	17,009,240	17,764,813	18,097,814	18,350,899
720 Planning & Sustainability	297,330	318,059	323,602	329,652
740 Parks & Community Development	57,598	58,115	58,686	59,313
Total Expenses	17,764,657	18,628,906	18,974,206	19,237,587
05 Public Health Services				
360 Property Management	1,099	681	681	681
740 Parks & Community Development	164,016	263,381	267,700	270,486
Total Expenses	165,115	264,062	268,381	271,167
06 Community Development Services				
720 Planning & Sustainability	1,192,463	1,192,944	1,218,330	1,244,429
721 Land & Building Services	3,110,465	3,209,356	3,242,062	3,276,206
Total Expenses	4,302,928	4,402,300	4,460,392	4,520,635
07 Recreation & Cultural Services				
360 Property Management	1,292,494	1,462,646	1,482,771	1,501,116
740 Parks & Community Development	3,896,611	4,033,726	4,105,894	4,170,015
750 Recreation & Facility Services	10,009,015	10,752,214	10,666,450	10,674,899
Total Expenses	15,198,120	16,248,586	16,255,115	16,346,030
Total	\$ 100,728,944	\$ 110,555,551	\$ 112,669,367	\$ 116,928,337

CITY OF WHITEHORSE

BYLAW 2024-02

A bylaw to levy property taxes for the year 2024

WHEREAS section 55(2) of the *Assessment and Taxation Act* requires that each municipality shall levy taxes upon all taxable real property within its jurisdiction; and

WHEREAS section 55(3) of the *Assessment and Taxation Act* provides for the establishment of different classes of real property, and varied tax rates according to the class of real property to be taxed;

NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. In this bylaw,

"Agricultural" means all property used primarily for agricultural purposes and designated on the Whitehorse Assessment Roll as AGR.

"Non-Residential" means all property used primarily for commercial, industrial and public purposes and designated on the Whitehorse Assessment Roll as CH, CMC, CMH, CML, CR, CMS, INS, MHI, MSI, PI, PRC and QRY.

"Residential" means all property used primarily for residential use and designated on the Whitehorse Assessment Roll as OSP, POS, RCM, REC, RMH, RR1, RSA, RSC, RSM, RS1, RS2 and TRA.

2. A general tax for the year 2024 shall be levied upon all taxable real property in the City of Whitehorse classified "agricultural" at the rate of 1.146 percent.
3. A general tax for the year 2024 shall be levied upon all taxable real property in the City of Whitehorse classified "non-residential" at the rate of 1.628 percent.
4. A general tax for the year 2024 shall be levied upon all taxable real property in the City of Whitehorse classified "residential" at the rate of 1.076 percent.
5. This bylaw shall be deemed to have been in full force and effect on January 1, 2024.

FIRST READING:

January 29, 2024

SECOND READING:

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

CITY OF WHITEHORSE
BYLAW 2024-02

EXPLANATORY NOTES

The attached bylaw sets out the 2024 property tax mill rates. The tables below show how the 2024 mill rates compare to the previous four years.

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Agricultural	1.146	1.146	1.124	1.140	1.154
Non-Residential	1.628	1.628	1.606	1.622	1.636
Residential	1.076	1.076	1.054	1.070	1.084

Average Residential Property (RSC, RS1, RR1 and RS2)

<u>Assessment</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Improvements	\$190,221	\$178,795	\$174,014	\$163,385	\$159,115
Land	\$71,480	\$71,995	\$73,680	\$74,374	\$74,705
Total Assessed Value	\$261,702	\$250,749	\$247,684	\$237,579	\$233,821
Tax Levy	\$2,815	\$2,699	\$2,611	\$2,544	\$2,535

CITY OF WHITEHORSE

BYLAW 2024-03

A bylaw to amend Fees and Charges Bylaw 2014-36

WHEREAS section 220 of the *Municipal Act* (R.S.Y. 2002) provides that council may by bylaw amend or vary bylaws; and

WHEREAS all City of Whitehorse municipal fees and charges are consolidated into one bylaw; and

WHEREAS it is deemed desirable that the Fees and Charges Bylaw be amended to reflect the 2024 Operating Budget and the provisional operating budgets for 2025 and 2026;

NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. The fee schedule attached to and forming part of Fees and Charges Bylaw 2014-36 is hereby amended by repealing existing Schedules 1 to 12 and substituting therefore new Schedules 1 to 12 attached hereto as Appendix "A" and forming part of this bylaw.
2. This bylaw shall be deemed to have been in full force and effect on the 1st day of January 2024.

FIRST READING: January 29, 2024
SECOND READING:
THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

Fees & Charges Manual
Bylaw 2014-36 - Appendix "A"

Consolidated to Bylaw 2024-03

**City of Whitehorse
Fees and Charges Manual**

**Bylaw 2014-36 Appendix A
Schedule 1 (Land and Building)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2023-05	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Land & Building Services	Building File Information			each	\$ 75.00	1-Jan-22	\$ 78.75	\$ 75.00	1-Jan-22	\$ 78.75
Land & Building Services	Building Permit	Base Rate of \$150.00 plus .71% of construction		minimum	\$ 150.00	1-Jan-22	no gst	\$ 150.00	1-Jan-22	no gst
Land & Building Services	Building Permit	Designated municipal historic resource		each	\$ -	27-Jan-03	no gst	\$ -	27-Jan-03	no gst
Land & Building Services	Building/Plumbing Permit Refund	Written request from applicant within 6 months of original date of issue; and no permit related work on site has begun + deduction of \$75.00 or 20% of fee whichever is more		fee	\$ 75.00	1-May-12	no gst	\$ 150.00	27-Feb-24	no gst
Land & Building Services	Building Placement (excluding modular homes)	.71% of construction value on new site (including any renovation) or minimum \$150.00		minimum	\$ 150.00	1-Jan-22	no gst	\$ 150.00	1-Jan-22	no gst
Land & Building Services	Mobile Home Placement	.71% of construction value on new site (including any renovation) or minimum \$150.00		minimum	\$ 150.00	1-Jan-22	no gst	\$ 150.00	1-Jan-22	no gst
Land & Building Services	Construction-No Permit	Construction (including excavation) commenced without prior authorization: Double (2x) the normal fee		each	varies	14-Mar-05	no gst	varies	14-Mar-05	no gst
Land & Building Services	Demolition Permit	Fee (\$150) plus deposit of \$5.00 per sq. meter of Building area – Minimum Deposit \$200.00		each	\$ 150.00	1-Jan-22	no gst	\$ 150.00	1-Jan-22	no gst
Land & Building Services	Special Inspection	Special Inspection not under a permit		each	\$ 150.00	1-Jul-22	no gst	\$ 150.00	1-Jul-22	no gst
Land & Building Services	Heating Appliance Permit	Wood stoves and appliances (Sprinkler) \$150.00 minimum or .71% of contract price		each	\$ 150.00	1-Jul-22	no gst	\$ 150.00	1-Jul-22	no gst
Land & Building Services	Mechanical Permit	Minimum \$150.00 plus \$7.50 per fixture		minimum	\$ 150.00	1-Jan-22	no gst	\$ 150.00	1-Jan-22	no gst
Land & Building Services	Plumbing Permit	Fee plus \$500.00 deposit		minimum	\$ 150.00	1-Jan-22	no gst	\$ 150.00	1-Jan-22	no gst
Land & Building Services	Temporary Building	Service Fees as defined in the Controlled Substance Properties Bylaw		each	\$ 150.00	1-Jul-22	no gst	\$ 150.00	1-Jul-22	no gst
Land & Building Services	Controlled Substance Properties	Service Fees as defined in the Controlled Substance Properties Bylaw		all costs	cost +	24-Sep-07	no gst	cost +	24-Sep-07	no gst
Land & Building Services	Controlled Substance Properties	Inspection Fee		each	\$ 500.00	24-Sep-07	no gst	\$ 550.00	27-Feb-24	no gst
Land & Building Services	Controlled Substance Properties	Special safety Inspection as defined in the Controlled Substance Properties Bylaw		each	\$ 500.00	24-Sep-07	no gst	\$ 550.00	27-Feb-24	no gst
Land & Building Services	Controlled Substance Properties	Subsequent inspection re-failure to undertake actions ordered		each	\$ 1,000.00	24-Sep-07	no gst	\$ 1,100.00	27-Feb-24	no gst
Land & Building Services	Address Changes	Changing a municipal address	No relocation	each	\$ 200.00	22-Jun-98	no gst	\$ 250.00	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Each business for twelve (12) consecutive months from date of purchase, plus surcharge if applicable		each	\$ 160.00	1-Jan-14	no gst	\$ 176.00	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Door to Door Salesperson, Non Resident Business	Surcharge	each +	\$ 846.00	1-Jul-13	no gst	\$ 931.00	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Door to Door Salesperson, Resident Business	Surcharge	each +	\$ 186.00	1-Jul-13	no gst	\$ 205.00	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Licensed premises (liquor) above 70 square meters	Surcharge	per sq mtr+	\$ 2.11	23-Feb-09	no gst	\$ 2.32	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Accommodation surcharge (rental housing; hotel/motel) above 5 units or rooms	Surcharge	per room +	\$ 7.92	1-Jul-13	no gst	\$ 8.71	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Mobile Home Park over 5 spaces	Surcharge	per space+	\$ 7.92	23-Feb-09	no gst	\$ 8.71	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Minor Business Category	Characterized by minimal operations and revenue (e.g. Special Event Artists, Party Plan Activity)	each +	\$ 100.00	1-Jul-13	no gst	\$ 110.00	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Retail sales/Wholesale outlets over 220 square meters		per sq mtr +	\$ 0.66	23-Feb-09	no gst	\$ 0.73	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Retail sales/Wholesale outlets over 220 square meters	Surcharge	each +	\$ 100.00	1-Jul-13	no gst	\$ 110.00	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Maximum of 12 consecutive months per year, plus surcharge if applicable		each	\$ 2,000.00	1-Jul-18	no gst	\$ 2,200.00	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Retail Cannabis Business	Maximum of 6 consecutive months per year, plus surcharge if applicable	each	\$ 2,000.00	1-Jul-18	no gst	\$ 2,200.00	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Seasonal Business License		each +	\$ 100.00	1-Jul-13	no gst	\$ 110.00	27-Feb-24	no gst

**City of Whitehorse
Fees and Charges Manual**

**Bylaw 2014-36 Appendix A
Schedule 1 (Land and Building)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2023-05	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Land & Building Services /Bylaw	Business License	Transfer Fee	To transfer the place of business to a new owner	each	\$ 26.40	23-Feb-09	no gst	\$ 29.04	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Transfer Fee	To change the name of the business	each	\$ 26.40	23-Feb-09	no gst	\$ 29.04	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Re-application Fee	10% late penalty if renewed after business license expiration date from day 1 -30. \$50 penalty from day 31 - 365	each	10%	1-Jan-14	no gst	10%	27-Feb-24	no gst
Land & Building Services /Bylaw	Business License	Re-application Fee	\$50 reapplication fee after the 30 day period of non-renewal	each	\$ 50.00	1-Jan-14	no gst	\$ 55.00	27-Feb-24	no gst
Land & Building Services	Development Cost Charge	Residential, single family	Unserviced Country Residential secondary Suite	per dwelling	\$ 1,040.00	1-Jul-14	no gst	\$ 1,040.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, single family	Urban serviced lot	per dwelling	\$ 3,641.00	1-Jul-14	no gst	\$ 3,641.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, single family	Country residential serviced lot	per dwelling	\$ 3,641.00	1-Jul-14	no gst	\$ 3,641.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, single family	Country residential non serviced lot	per dwelling	\$ 1,769.00	1-Jul-14	no gst	\$ 1,769.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, duplex	Duplex housing	per 2 dwellings	\$ 5,826.00	1-Jul-14	no gst	\$ 5,826.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, multiple housing	Townhouse	per dwelling	\$ 2,913.00	1-Jul-14	no gst	\$ 2,913.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, multiple housing	Apartment	per dwelling	\$ 2,185.00	1-Jul-14	no gst	\$ 2,185.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, multiple housing	Multiple detached dwellings	per dwelling	\$ 2,913.00	1-Jul-14	no gst	\$ 2,913.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Approved Development Incentive	Suite Development Incentive	per dwelling	\$ -	24-Feb-20	no gst	\$ -	24-Feb-20	no gst
Land & Building Services	Development Cost Charge	Approved Development Incentive	Neighbourhood Density Development Incentive, To a maximum of \$50,000.00 in regular DCCs	per dwelling	\$ -	24-Feb-20	no gst	\$ -	24-Feb-20	no gst
Land & Building Services	Development Cost Charge	Approved Development Incentive	RCM2 Development Incentive	per dwelling	\$ -	24-Feb-20	no gst	\$ -	24-Feb-20	no gst
Land & Building Services	Development Cost Charge	Approved Development Incentive	Rental and Supportive Housing Development Incentive	per dwelling	\$ -	24-Feb-20	no gst	\$ -	24-Feb-20	no gst
Land & Building Services	Development Agreement	Approved Development Incentive	Rental and Supportive Housing Development Incentive	each	\$ 200.00	24-Feb-20	no gst	\$ 200.00	24-Feb-20	no gst
Land & Building Services	Development Permit	Conditional Use - \$1,250.00 plus applicable Permitted Use fee		each +	\$ 500.00	1-Jan-15	no gst	\$ 1,250.00	27-Feb-24	no gst
Land & Building Services	Development Permit	Designated municipal historic resource		each	\$ -	27-Jan-03	no gst	\$ -	27-Jan-03	no gst
Land & Building Services	Development Permit	Change of Use	Change of Use with new zoning requirements: All zones	each	\$ 350.00	1-Jan-22	no gst	\$ 350.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Change of Use	Change of Use without new zoning requirements: All zones	each	\$ 95.00	1-Jan-22	no gst	\$ 95.00	1-Jan-22	no gst
Land & Building Services	Development Permit	New Development	New Use: Single detached & duplex housing; triplex & townhouse housing where each unit is on a separate fee-simple lot, living suite or garden suite	each unit	\$ 175.00	1-Jan-22	no gst	\$ 175.00	1-Jan-22	no gst
Land & Building Services	Development Permit	New Development	New Use and/or new Gross Floor Area (GFA): All other uses: \$400.00 + \$1.10/m2 GFA; Minor change to plans for application in progress resulting in revised GFA being <10% more or less than original GFA - no fee change (i.e. no refund if less, no additional charge if more)	each +	\$ 400.00	1-Jan-22	no gst	\$ 400.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Secondary Use of a Residence	Home-based Business, Bed and Breakfast Lodging, Family Day Home	each	\$ 40.00	1-Jan-22	no gst	\$ 40.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Placement of Sign	Per Sign	each	\$ 40.00	1-Jan-22	no gst	\$ 40.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Schwatka Lake Waterfront Policy Dock Permit	Annual permit	each	\$ 300.00	1-May-16	no gst	\$ 330.00	27-Feb-24	no gst
Land & Building Services	Development Permit	Schwatka Lake Waterfront Policy Dock Permit	Refundable deposit	each	\$ 1,500.00	1-May-16	no gst	\$ 1,500.00	1-May-16	no gst
Land & Building Services	Development Permit	Demolition/Relocation of a Structure	Demolition Structure (<75 m2)	each	\$ 95.00	1-Jan-22	no gst	\$ 95.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Demolition/Relocation of a Structure	Commercial	each	\$ 350.00	1-Jan-22	no gst	\$ 350.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Demolition/Relocation of a Structure	Residential	each	\$ 250.00	1-Jan-22	no gst	\$ 250.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Temporary Use Permit	Community Event	each	\$ 40.00	1-Jan-22	no gst	\$ 40.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Temporary Use Permit	Commercial Event/Development	each	\$ 350.00	1-Jan-22	no gst	\$ 350.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Temporary Use Permit	Temporary Use Permit<7 days	each	\$ 40.00	1-Jan-22	no gst	\$ 40.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Mobile food Vendor on public site	Annual permit	each	\$ 350.00	1-Jan-22	no gst	\$ 350.00	1-Jan-22	no gst

**City of Whitehorse
Fees and Charges Manual**

**Bylaw 2014-36 Appendix A
Schedule 1 (Land and Building)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2023-05	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Land & Building Services	Development Permit	Mobile food Vendor on public site	Monthly for electricity	monthly	\$ 50.00	1-Apr-21	no gst	\$ 100.00	27-Feb-24	no gst
			Denied or withdrawn applications, or written request from applicant within 6 months of original approval date (provided no permit-related work on site has occurred) - deduction of the greater of \$55.00 or 50% of fee. The conditional use application fee is not refundable							
Land & Building Services	Development Permit Refund	Development Permit Refund		each	Varies	1-Apr-21	no gst	Varies	1-Apr-21	no gst
Land & Building Services	Land Management	Agreements	Development/Easement/Encroachment		\$ 200.00	1-Apr-23	no gst	\$ 200.00	1-Apr-23	no gst
Land & Building Services	Land Management	Minor Encroachment			\$ 100.00	1-Apr-23	no gst	\$ 100.00	1-Apr-23	no gst
Land & Building Services	Land Management	Road Closure Bylaw		each	\$ 500.00	29-Jan-07	no gst	\$ 750.00	27-Feb-24	no gst
Land & Building Services	Land Management	Subdivision Approval Extension		each	\$ 250.00	29-Jan-07	no gst	\$ 250.00	29-Jan-07	no gst
Land & Building Services	Parking	Payment in lieu of providing parking space	Space in the CC, CPG and CMW Zones	each space	\$ 18,706.00	13-Nov-01	no gst	\$ 18,706.00	13-Nov-01	no gst
Land & Building Services	Parking	Payment in lieu of providing parking space	Space in the CM1, CM2 and CNC2 zones	each space	\$ 7,967.00	13-Nov-01	no gst	\$ 7,967.00	13-Nov-01	no gst
Land & Building Services	Subdivision Application	Condominium (non refundable fee)	Minimum charge \$250.00. Maximum charge \$5000.00. Each unit \$100.00	each	\$ 100.00	1-Apr-23	no gst	\$ 100.00	1-Apr-23	no gst
Land & Building Services	Subdivision Application	Consolidation (non refundable fee)	Minimum charge \$250.00. Maximum charge \$1000.00. Each lot \$100.00 > 2 lots	minimum	\$ 250.00	1-Apr-23	no gst	\$ 250.00	1-Apr-23	no gst
Land & Building Services	Subdivision Application	Subdivision (non refundable fee)	Minimum charge \$250.00. Maximum charge \$5000.00. Each lot \$200.00	each	\$ 200.00	1-Apr-23	no gst	\$ 200.00	1-Apr-23	no gst
Land & Building Services	Subdivision Application	Property line adjustment or realignment (non refundable fee)	Minimum charge \$250.00. Maximum charge \$1000.00. Each lot adjusted/realigned \$100.00	each	\$ 100.00	1-Apr-23	no gst	\$ 100.00	1-Apr-23	no gst
Land & Building Services	Business License List	Special, monthly or partial listing		per page	\$ 0.25	1-Jan-08	\$ 0.30	\$ 0.50	27-Feb-24	\$ 0.55
Land & Building Services	Business License List	Full listing		each	\$ 45.00	1-Jan-08	\$ 47.30	\$ 75.00	27-Feb-24	\$ 78.75
Land & Building Services	Wood Stove Approval	Copy of approval		each	\$ 10.00	22-Jun-98	no gst	\$ 25.00	27-Feb-24	no gst
Land & Building Services	Use Permit	Temporary or seasonal land use		each	\$ 75.00	22-Jun-98	no gst	\$ 175.00	27-Feb-24	no gst

**City of Whitehorse
Fees and Charges Manual**

**Bylaw 2014-36 Appendix A
Schedule 2 (Bylaw)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2023-05	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Bylaw Services	Impound Fee	Impounded	ATV Bylaw	each	\$ 150.00	1-Oct-12	no gst	\$ 150.00	1-Oct-12	no gst
Bylaw Services	Special Events Permit	Special events permit, request to use ATV in prohibited area	ATV Bylaw	each	\$ 50.00	1-Oct-12	no gst	\$ 50.00	1-Oct-12	no gst
Bylaw Services	Site Inspection for Special Events Permit	Site inspection for special events permit, request to use ATV in prohibited area	ATV Bylaw	each	\$ 110.00	1-Oct-12	no gst	\$ 110.00	1-Oct-12	no gst
Bylaw Services	Pound Fee	Actual cost of seizure & impoundment		each	cost +	23-Feb-09	no gst	cost +	23-Feb-09	no gst
Bylaw Services	Pound Fee	Feed & care daily - animal/other	In addition to the actual cost of seizure	each	\$ 25.00	2-Jan-02	\$ 26.25	\$ 25.00	2-Jan-02	\$ 26.25
Bylaw Services	Pound Fee	Feed & care daily - cat	Daily	each	\$ 10.50	1-Apr-23	\$ 11.05	\$ 10.50	1-Apr-23	\$ 11.05
Bylaw Services	License (Lifetime) tag	Neutered - cat or dog	Lifetime fee	each	\$ 27.50	23-Feb-09	no gst	\$ 27.50	23-Feb-09	no gst
Bylaw Services	License administrative fee	Changing from un-neutered to neutered classification - cat or dog		each	\$ 11.00	23-Feb-09	no gst	\$ 11.00	23-Feb-09	no gst
Bylaw Services	License tag	Un-neutered cat or dog	Annual fee	each	\$ 50.00	1-Jan-11	no gst	\$ 50.00	1-Jan-11	no gst
Bylaw Services	License tag	Replacement tag - Cat or dog		each	\$ 2.75	23-Feb-09	no gst	\$ 2.75	23-Feb-09	no gst
Bylaw Services	Special Permit	Application for special permit for 3 dogs or 3 cats		each	\$ 100.00	10-Jan-05	no gst	\$ 100.00	10-Jan-05	no gst
Bylaw Services	Pound Fee	Feed & care daily - Dog	Daily	each	\$ 25.75	2-Jan-02	\$ 27.04	\$ 25.75	2-Jan-02	\$ 27.04
Bylaw Services	Dangerous Dog Fees	Licensing Fee	Residing within the city limits	yearly	\$ 350.00	1-Apr-23	no gst	\$ 350.00	1-Apr-23	no gst
Bylaw Services	Pound Fee	Cat or dog - 1st impoundment in 12 month period		each	\$ 75.00	1-Apr-23	no gst	\$ 75.00	1-Apr-23	no gst
Bylaw Services	Pound Fee	Cat or dog- 2nd impoundment		each	\$ 150.00	2-Jan-02	no gst	\$ 150.00	2-Jan-02	no gst
Bylaw Services	Pound Fee	Cat or dog - 3rd or subsequent impoundment		each	\$ 300.00	1-Apr-23	no gst	\$ 300.00	1-Apr-23	no gst
Bylaw Services	Sale of Cat or Dog	Pound fee + feed & care costs		each	varies	22-Jun-98	no gst	varies	22-Jun-98	no gst
Bylaw Services	Special Permit	Dog team within City limits	Annual fee	each	\$ 120.00	29-Jan-07	no gst	\$ 120.00	29-Jan-07	no gst
Bylaw Services	Animal Trap Rental	Rental of animal trap for cat or dog for 10 days		each	\$ 25.00	1-Jan-12	\$ 26.25	\$ 25.00	1-Jan-12	\$ 26.25
Bylaw Services	Bagged Meters	Construction - A maximum of 2 meter heads - after 30 consecutive days at regular rates		meter/day	\$ 15.00	8-Oct-13	\$ 15.75	\$ 15.00	8-Oct-13	\$ 15.75
Bylaw Services	Bagged Meters	Funeral		first 5 meters	\$ -	8-Oct-13	no gst	\$ -	8-Oct-13	no gst
Bylaw Services	Bagged Meters	\$25.00 per metered parking space per day		meter/day	\$ 25.00	29-Jan-07	\$ 26.25	\$ 25.00	29-Jan-07	\$ 26.25
Bylaw Services	Bagged Meters	Parking spaces are used for pop-up patios or sidewalk cafes		meter/day	\$ -	29-Mar-22	\$ -	\$ -	29-Mar-22	\$ -
Bylaw Services	Parking Permit	Loading Zone Day - Central Business District		day	\$ 10.00	1-Mar-15	no gst	\$ 10.00	1-Mar-15	no gst
Bylaw Services	Parking Permit	Loading Zone Week - Central Business District		week	\$ 25.00	1-Mar-15	no gst	\$ 25.00	1-Mar-15	no gst
Bylaw Services	Parking Permit	Loading Zone Year - Central Business District		year	\$ 50.00	1-Mar-15	no gst	\$ 50.00	1-Mar-15	no gst
Bylaw Services	Parking	Kiosk Fee		per hour	\$ 0.47	4-Jun-17	\$ 0.50	\$ 0.47	4-Jun-17	\$ 0.50
Bylaw Services	Parking Meter	Parking Meter Fee		15 minutes	\$ 0.24	8-Oct-13	\$ 0.25	\$ 0.24	8-Oct-13	\$ 0.25
Bylaw Services	Noise Variance Letters	Administration Fees, To extend hours		each	\$ 50.00	23-Feb-09	no gst	\$ 50.00	23-Feb-09	no gst
Bylaw Services	Parking Permit	Commercial Accessible		each	\$ 35.00	1-Jan-14	no gst	\$ 35.00	1-Jan-14	no gst
Bylaw Services	Parking Permit	Temporary Accessible		each	\$ 25.00	1-Jan-14	no gst	\$ 25.00	1-Jan-14	no gst
Bylaw Services	Parking Permit	Replacement Accessible, All Accessible Parking Permits		each	\$ 25.00	1-Jan-14	no gst	\$ 25.00	1-Jan-14	no gst
Bylaw Services	Parking Permit	Permanent Accessible		each	\$ 25.00	1-Jan-12	no gst	\$ 25.00	1-Jan-12	no gst
Bylaw Services	Parking Permit	Fee for Service Vehicles issue on or before June 30 In any year		each	\$ 350.00	1-Jan-12	no gst	\$ 350.00	1-Jan-12	no gst
Bylaw Services	Parking Permit	Fee for Service Vehicles issued after June 30 in any year		each	\$ 175.00	1-Jan-12	no gst		REMOVE FEE	
Bylaw Services	Commercial Parking Permit	Fee for service vehicle	Monthly Fee	per vehicle				\$ 29.17	27-Feb-24	no gst
Bylaw Services	Parkade Rental	Main Steele Parkade, monthly rent per parking stall	Monday to Friday	month	\$ 173.33	1-Jan-11	\$ 182.00	\$ 173.33	1-Jan-11	\$ 182.00
Bylaw Services	Parkade Rental	Main Steele Parkade	Weekly (weekdays), Weekly Rental	week	\$ 45.00	1-Mar-15	\$ 47.25	\$ 45.00	1-Mar-15	\$ 47.25
Bylaw Services	Parkade Rental	Second Steele Parkade	Monday to Friday	month	\$ 173.33	1-Jan-11	\$ 182.00	\$ 173.33	1-Jan-11	\$ 182.00
Bylaw Services	Parkade Rental	Second Steele Parkade	Daily (weekdays), Daily Rental	day	\$ 10.00	1-Mar-15	\$ 10.50	\$ 10.00	1-Mar-15	\$ 10.50
Bylaw Services	Parkade Rental	6th & Main Parkade, monthly rent per parking stall	Monday to Friday	month	\$ 98.10	1-Jul-20	\$ 103.00	\$ 98.10	1-Jul-20	\$ 103.00
Bylaw Services	Residential Parking Permit	First Permit - 1 Per Year	Program for persons residing adjacent to 2 hour zones outside of the Central Business District	each	\$ 50.00	1-Jan-14	\$ 52.50	\$ 50.00	1-Jan-14	\$ 52.50
Bylaw Services	Residential Parking Permit	Second Permit - 1 Per Year	Program for persons residing adjacent to 2 hour zones outside of the Central Business District	each	\$ 350.00	1-Jan-14	\$ 367.50	\$ 350.00	1-Jan-14	\$ 367.50
Bylaw Services	Residential Parking Permit	Visitor -2 Maximum per Year	Program for persons residing adjacent to 2 hour zones outside of the Central Business District	each	\$ 25.00	1-Jan-14	\$ 26.25	\$ 25.00	1-Jan-14	\$ 26.25
Bylaw Services	Residential Parking Permit	Replacement - as needed	Program for persons residing adjacent to 2 hour zones outside of the Central Business District	each	\$ 50.00	1-Jan-14	\$ 52.50	\$ 50.00	1-Jan-14	\$ 52.50
Bylaw Services	Road Closure Applications	Full Day	Up to a maximum of 2 blocks	each	\$ 250.00	23-Feb-09	\$ 262.50	\$ 250.00	23-Feb-09	\$ 262.50

City of Whitehorse
Fees and Charges Manual

Bylaw 2014-36 Appendix A
Schedule 2 (Bylaw)

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2023-05	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Bylaw Services	Road Closure Applications	1/2 Day	Up to a maximum of 2 blocks	each	\$ 125.00	23-Feb-09	\$ 131.25	\$ 125.00	23-Feb-09	\$ 131.25
Bylaw Services	Road Closure Applications	Full Day	For each additional block	each	\$ 125.00	23-Feb-09	\$ 131.25	\$ 125.00	23-Feb-09	\$ 131.25
Bylaw Services	Street Occupancy Permit	Less than 1 week		each	\$ 35.00	1-Jan-14	no gst	\$ 35.00	1-Jan-14	no gst
Bylaw Services	Street Occupancy Permit	Up to 1 Month		each	\$ 50.00	1-Jan-14	no gst	\$ 50.00	1-Jan-14	no gst
Bylaw Services	Street Occupancy Permit	More than 1 Month		each	\$ 100.00	1-Jan-14	no gst	\$ 100.00	1-Jan-14	no gst
Bylaw Services	Road Closure Applications	1/2 Day	For each additional block	each	\$ 75.00	23-Feb-09	\$ 78.75	\$ 75.00	23-Feb-09	\$ 78.75
Bylaw Services	Road Closure Applications	Administration Costs	To process the Application	each	\$ 50.00	23-Feb-09	no gst	\$ 50.00	23-Feb-09	no gst
Bylaw Services	Parade/Road Closure	Traffic Control	For each intersection Bylaw staffs during parade	each	\$ 45.00	1-Apr-23	\$ 47.25	\$ 45.00	1-Apr-23	\$ 47.25
Bylaw Services	Safe Snowmobile Card	Fee paid by there person receiving the card after passing a snowmobile safety course exam online		each	\$ 34.95	1-Oct-12	\$ 36.70	\$ 34.95	1-Oct-12	\$ 36.70
Bylaw Services	Impound Fee	Impounded	Snowmobile Bylaw	each	\$ 150.00	1-Oct-12	no gst	\$ 150.00	1-Oct-12	no gst
Bylaw Services	Special Events Permit	Request to use Snowmobile in a prohibited area	Snowmobile Bylaw	each	\$ 50.00	1-Oct-12	no gst	\$ 50.00	1-Oct-12	no gst
Bylaw Services	Site Inspection for Special	Request to use Snowmobile in a prohibited area	Snowmobile Bylaw	each	\$ 110.00	1-Oct-12	no gst	\$ 110.00	1-Oct-12	no gst
Bylaw Services	Driver Permit and Vehicle	New, renewal - Vehicle for Hire	Vehicle for Hire Bylaw	each	\$ 75.00	1-Jan-12	no gst	\$ 75.00	1-Jan-12	no gst
Bylaw Services	Driver Permit	Replacement or changing companies - Vehicle for Hire	Vehicle for Hire Bylaw	each	\$ 50.00	1-Apr-23	no gst	\$ 50.00	1-Apr-23	no gst
Bylaw Services	Vehicle Operators Decal	Decal	Vehicle for Hire Bylaw	each	\$ 75.00	1-Apr-23	no gst	\$ 75.00	1-Apr-23	no gst
Bylaw Services	Inspection Fee	Inspection outside of scheduled dates - Vehicle for Hire		each	\$ 100.00	1-Jan-12	no gst	\$ 100.00	1-Jan-12	no gst

**City of Whitehorse
Fees and Charges Manual**

**Bylaw 2014-36 Appendix A
Schedule 3 (Cemetery)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2023-05	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Parks	Cemetery Disinterment	Urn	Only for forensic purposes	each	\$ 395.02	1-Apr-23	\$ 414.77	\$ 402.92	27-Feb-24	\$ 423.05
Parks	Cemetery Disinterment	Casket	Only for forensic purposes	each	\$ 942.20	1-Apr-23	\$ 989.31	\$ 961.04	27-Feb-24	\$ 1,009.05
Parks	Cemetery Interment	Urn -after normal business hours	Includes internment permit fee	each	\$ 551.47	1-Apr-23	\$ 579.05	\$ 562.50	27-Feb-24	\$ 590.60
Parks	Cemetery Interment	Casket-after normal business hours	Includes vault, shoring & internment permit fee	each	\$ 2,203.75	1-Apr-23	\$ 2,313.94	\$ 2,247.82	27-Feb-24	\$ 2,360.20
Parks	Cemetery Interment-winter	Casket	Includes vault, shoring & internment permit fee	additional each	\$ 1,858.12	1-Apr-23	\$ 1,951.03	\$ 1,895.28	27-Feb-24	\$ 1,990.00
Parks	Cemetery Interment	Urn -during normal business hours	Includes internment permit fee	each	\$ 367.67	1-Apr-23	\$ 386.05	\$ 375.02	27-Feb-24	\$ 393.75
Parks	Cemetery Interment	Casket-during normal business hours	Includes vault, shoring & internment permit fees	each	\$ 1,718.40	1-Apr-23	\$ 1,804.32	\$ 1,752.77	27-Feb-24	\$ 1,840.40
Parks	Cemetery Plot Purchase & Reservation Certificate	Urn or casket -includes perpetual care & headstone placement for standard sized headstone		each	\$ 735.33	1-Apr-23	\$ 772.09	\$ 750.03	27-Feb-24	\$ 787.50
Parks	Cemetery Installation charge	Monument/Headstone/Memorial tablet	Upright to 24 inches	each	\$ 243.11	1-Apr-23	\$ 255.26	\$ 247.97	27-Feb-24	\$ 260.35
Parks	Cemetery Installation charge	Monument/Headstone/Memorial tablet	Upright to 48 inches	each	\$ 382.82	1-Apr-23	\$ 401.96	\$ 390.48	27-Feb-24	\$ 409.95

**City of Whitehorse
Fees and Charges Manual**

**Bylaw 2014-36 Appendix A
Schedule 4 (Equipment)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2023-18	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Fleet and Transportation Maintenance	Equipment Charge	Tandem Dump & Tractor	Charge out rate for Tandem Dump Truck & Tractor	per hour	\$ 82.00	1-Apr-23	\$ 86.10	\$ 82.00	1-Apr-23	\$ 86.10
Water & Waste Services	Equipment Charge	Eductors - Vactors	Charge out rate for Eductor - Vactors	per hour	\$ 170.00	1-May-15	\$ 178.50	\$ 170.00	1-May-15	\$ 178.50
Water & Waste Services	Equipment Charge	Pneumatic Tapping Tool		per hour	\$ 50.00	1-Jul-23	\$ 52.50	\$ 50.00	1-Jul-23	\$ 52.50
Fleet and Transportation Maintenance	Equipment Charge	Road Grader	Charge out rate for Road Grader	per hour	\$ 113.00	1-Apr-23	\$ 118.65	\$ 113.00	1-Apr-23	\$ 118.65
Fleet and Transportation Maintenance	Equipment Charge	Pickups	Charge out rate for Pickups	per hour	\$ 50.00	1-Apr-23	\$ 52.50	\$ 50.00	1-Apr-23	\$ 52.50
Fleet and Transportation Maintenance	Equipment Charge	One Tons	Charge out rate for One Tons	per hour	\$ 75.00	1-Apr-23	\$ 78.75	\$ 75.00	1-Apr-23	\$ 78.75
Fleet and Transportation Maintenance	Equipment Charge	Loaders	Charge out rate for Loaders	per hour	\$ 116.00	1-Apr-23	\$ 121.80	\$ 116.00	1-Apr-23	\$ 121.80
Fleet and Transportation Maintenance	Equipment Charge	Single Axle 5 Ton	Charge out rate for Single Axle 5 Ton	per hour	\$ 82.00	1-Apr-23	\$ 86.10	\$ 82.00	1-Apr-23	\$ 86.10
Fleet and Transportation Maintenance	Equipment Charge	Track Hoe	Charge out rate for Track Hoe	per hour	\$ 130.00	1-Apr-23	\$ 136.50	\$ 130.00	1-Apr-23	\$ 136.50
Fleet and Transportation Maintenance	Equipment Charge	Street Sweepers	Charge out rate for Street Sweepers	per hour	\$ 185.00	1-Apr-23	\$ 194.25	\$ 185.00	1-Apr-23	\$ 194.25
Fleet and Transportation Maintenance	Equipment Charge	Skid Steer	Charge out rate for Skid Steer	per hour	\$ 50.00	1-Jan-11	\$ 52.50	\$ 50.00	1-Jan-11	\$ 52.50
Water & Waste Services	Equipment Charge	Steamer Truck	Charge out rate for Steamer Truck	per hour	\$ 192.00	1-Jan-11	\$ 201.60	\$ 192.00	1-Jan-11	\$ 201.60
Fleet and Transportation Maintenance	Equipment Charge	Bucket Truck	Charge out rate for Bucket Truck	per hour	\$ 150.00	1-Jan-11	\$ 157.50	\$ 150.00	1-Jan-11	\$ 157.50
Fleet and Transportation Maintenance	Equipment Charge	Vibrator Roller	Charge out rate for Vibrator Roller	per hour	\$ 50.00	1-Jan-11	\$ 52.50	\$ 50.00	1-Jan-11	\$ 52.50
Fleet and Transportation Maintenance	Equipment Charge	Paver	Charge out rate for Paver	per hour	\$ 100.00	1-Jan-11	\$ 105.00	\$ 100.00	1-Jan-11	\$ 105.00
Fleet and Transportation Maintenance	Equipment Charge	Pothole Patcher	Pothole Patcher with 2 Operators	per hour	\$ 600.00	1-Jan-11	\$ 630.00	\$ 600.00	1-Jan-11	\$ 630.00
Fleet and Transportation Maintenance	Equipment Charge	Compressor	Charge out rate for Compressor	per hour	\$ 50.00	1-Jan-11	\$ 52.50	\$ 50.00	1-Jan-11	\$ 52.50
Water & Waste Services	Equipment Charge	Camera	Charge out rate for Camera	per hour	\$ 40.00	1-Jan-11	\$ 42.00	\$ 40.00	1-Jan-11	\$ 42.00
Fleet and Transportation Maintenance	Equipment Charge	Brush Chipper		per hour	\$ 50.00	1-Jan-11	\$ 52.50	\$ 50.00	1-Jan-11	\$ 52.50
Water & Waste Services	Equipment Charge	Water Service Freeze Machine	Charge out rate for Water Service Freeze Machine	per hour	\$ 20.00	1-Jul-13	\$ 21.00	\$ 20.00	1-Jul-13	\$ 21.00
Water & Waste Services	Equipment Charge	Sewer Router	Charge out rate for Sewer Router	per hour	\$ 20.00	1-Jul-13	\$ 21.00	\$ 20.00	1-Jul-13	\$ 21.00
Water & Waste Services	Equipment Charge	Water Service Thaw Machine	Charge out rate for Water Service Thaw Machine	per hour	\$ 20.00	1-Jul-13	\$ 21.00	\$ 20.00	1-Jul-13	\$ 21.00
Water & Waste Services	Equipment Charge	Sewer Camera -Large diameter pipe		per hour	\$ 50.00	1-May-15	\$ 52.50	\$ 50.00	1-May-15	\$ 52.50
Water & Waste Services	Labor Charge	Water & Waste Personnel	Charge out rate for an operator regular weekdays from 7am to 5:30pm, Yukon Local Time, or when scheduled shifts are in place.	per person- per hour	\$ 75.00	1-Apr-23	\$ 78.75	\$ 75.00	1-Apr-23	\$ 78.75
Water & Waste Services	Labor Charge	Water & Waste Personnel	Charge out rate for an operator outside of regular shifts - minimum 4 hours, plus each additional after first 4 hours	per person- per hour	\$ 150.00	1-Apr-23	\$ 157.50	\$ 150.00	1-Apr-23	\$ 157.50
Fleet and Transportation Maintenance	Labor Charge	FTM Personnel Regular Hours	Charge out rate for a FTM personnel regular weekdays from 7am to 5:30pm, Yukon Local Time, or when scheduled shifts are in place.	per person- per hour	\$ 75.00	1-Apr-23	\$ 78.75	\$ 75.00	1-Apr-23	\$ 78.75
Fleet and Transportation Maintenance	Labor Charge	FTM Personnel Outside Regular Hours	Charge out rate for a FTM personnel outside of regular shifts - minimum 4 hours, plus each additional after first 4 hours	per person- per hour	\$ 150.00	1-Apr-23	\$ 157.50	\$ 150.00	1-Apr-23	\$ 157.50
Fleet & Transportation Maintenance	Equipment Charge	Highway Tractor & Trailer	Charge out rate for a Highway Tractor & Trailer, plus Operator	per hour	\$ 164.00	1-Apr-23	\$ 172.20	\$ 164.00	1-Apr-23	\$ 172.20
Water & Waste Services	Equipment Charge	Water/Sewer Pumps	Charge out rates for Water/Sewer Pumps, plus Operator, plus vehicle	per hour	\$ 50.00	1-Apr-23	\$ 52.50	\$ 50.00	1-Apr-23	\$ 52.50

**City of Whitehorse
Fees and Charges Manual**

**Bylaw 2014-36 Appendix A
Schedule 5 (Recreation)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2023-18	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Recreation Services	Administration	Withdrawal/Change	All Programs	each	\$ 30.00	1-Sep-23	no gst	\$ 30.00	1-Sep-23	no gst
Recreation Services		***non-profit groups charging admission pay the regular rate - this will apply to all non-profit rates			\$ -	23-Feb-09	no gst	\$ -	23-Feb-09	no gst
Recreation Services		***for profit groups minimum full cost recovery plus negotiated terms by the Department Manager or designate			\$ -	1-Mar-11	no gst	\$ -	1-Mar-11	no gst
Recreation Services	Rental, Leisure Ice	Dry-Floor Leisure Ice	1/3 of Dry floor arena rates	1/2 day	\$ -	1-Jan-11	no gst	\$ -	1-Jan-11	no gst
Recreation Services	Damage Deposit	Dry floor rentals or any rentals where liquor is served or consumed-\$500 per booking		per booking	\$ 500.00	1-Jan-10	no gst	\$ 500.00	1-Jan-10	no gst
Recreation Services	Dry Floor (Arenas)	Regular Rate + cost of staff	Plus cost of staff	hour	\$ 177.65	1-Sep-23	\$ 186.55	\$ 181.19	1-Sep-24	\$ 190.25
Recreation Services	Dry Floor (Arenas)	Youth/Elder/Senior/Disabled Non-Profit Discount	Plus cost of staff	hour	\$ 81.76	1-Sep-23	\$ 85.85	\$ 83.38	1-Sep-24	\$ 87.55
Recreation Services	Dry Floor (Arenas)	Adult Non-Profit Discount	Plus cost of staff	hour	\$ 122.52	1-Sep-23	\$ 128.65	\$ 124.95	1-Sep-24	\$ 131.20
Recreation Services	Rental, Fieldhouses	Youth/Elder/Senior/Disabled Non-Profit Discount	Non-Prime Time 6am-3pm Mon-Fri & all summer	hour	\$ 61.31	1-Sep-23	\$ 64.35	\$ 62.52	1-Sep-24	\$ 65.65
Recreation Services	Rental, Fieldhouses	Adult Non-profit Discount	Non-Prime Time 6am-3pm Mon-Fri & all summer	hour	\$ 91.92	1-Sep-23	\$ 96.50	\$ 93.76	1-Sep-24	\$ 98.45
Recreation Services	Rental, Takhini Arena	Mezzanine	Summer(minimum 3 hour Rental)	hour	\$ 68.67	1-Sep-23	\$ 72.10	\$ 70.05	1-Sep-24	\$ 73.55
Recreation Services	Rental, Outdoor Training Field (Takhini Arena)	April 1 - Sept 30 (based on field condition)		each	actual cost	23-Feb-09	actual cost	actual cost	23-Feb-09	actual cost
Recreation Services	Rental, Snowball	Maximum 1.5 hours operation	With Leisure Ice rental	each 15 min	\$ 49.05	1-Sep-23	\$ 51.50	\$ 50.05	1-Sep-24	\$ 52.55
Recreation Services	Rental, Parking Lot	Regular Rate	Valid April 1-Sept 30, outside regular season	hour	\$ 46.15	1-Sep-23	\$ 48.45	\$ 47.10	1-Sep-24	\$ 49.45
Recreation Services	Rental, Winter Ice	Adult Discount	Non-Prime Time 6am-3pm Mon-Fri	hour	\$ 135.42	1-Sep-23	\$ 142.20	\$ 138.14	1-Sep-24	\$ 145.05
Recreation Services	Rental, Winter Ice	Youth/Elder/Senior/Disabled Discount	Non-Prime Time 6am-3pm Mon-Fri	hour	\$ 85.93	1-Sep-23	\$ 90.25	\$ 87.67	1-Sep-24	\$ 92.05
Recreation Services	Rental, Winter Ice	Adult Non-Profit Discount	Sept -April	hour	\$ 180.69	1-Sep-23	\$ 189.75	\$ 184.29	1-Sep-24	\$ 193.50
Recreation Services	Rental, Winter Ice	Youth/Elder/Senior/Disabled Non-Profit Discount	Sept-April	hour	\$ 114.58	1-Sep-23	\$ 120.30	\$ 116.86	1-Sep-24	\$ 122.70
Recreation Services	Rental Ice	Regular rate	January 1-December 31	hour	\$ 231.36	1-Sep-23	\$ 242.95	\$ 236.00	1-Sep-24	\$ 247.80
Recreation Services	Rental, Ice Summer	Non-Profit Discount	May - August	hour	\$ 175.24	1-Sep-23	\$ 184.00	\$ 178.76	1-Sep-24	\$ 187.70
Recreation Services	Storage/Exclusive Use Space	Storage Locker	Less Than 100 Cubic Feet- minimum 12 month rental	monthly	\$ 131.83	1-Sep-23	\$ 138.40	\$ 11.20	27-Feb-24	\$ 11.80
Recreation Services	Storage/Exclusive Use Space	Small areas	100-299 cu ft. - minimum 12 month rental	monthly	\$ 526.20	1-Sep-23	\$ 552.50	\$ 44.73	27-Feb-24	\$ 46.83
Recreation Services	Storage/Exclusive Use Space	Medium areas	300-699 cu ft.- minimum 12 month rental	monthly	\$ 788.95	1-Sep-23	\$ 828.40	\$ 67.07	27-Feb-24	\$ 70.37
Recreation Services	Storage/Exclusive Use Space	Large areas	700-1000 cu ft. - minimum 12 month rental	monthly	\$ 1,050.55	1-Sep-23	\$ 1,103.10	\$ 89.30	27-Feb-24	\$ 93.80
Recreation Services	Storage/Exclusive Use Space	Other areas	Over 1000 Cubic Feet or has specialized services - minimum 12 month rental	monthly	\$ 1,314.60	1-Sep-23	\$ 1,380.35	\$ 111.74	27-Feb-24	\$ 117.44
Recreation Services	Office Space	Office space rental		monthly	\$ 237.89	1-Sep-23	\$ 249.80	\$ 244.80	27-Feb-24	\$ 257.10
Recreation Services	Rental	Kiosk Space	Non-Profit	day	\$ 31.88	1-Sep-23	\$ 33.45	\$ 31.88	1-Sep-23	\$ 33.45
Recreation Services	Rental	Kiosk Space	For-Profit	day	\$ 63.76	1-Sep-23	\$ 66.95	\$ 63.76	1-Sep-23	\$ 66.95
Recreation Services	Booking Amendment Fee	Request for changes to their rentals after being firmed up	for cancellations, deletions, or negative impact to other bookings	each	\$ 10.00	1-Sep-23	no gst	\$ 30.00	1-Sep-24	no gst
Recreation	Membership Cancellation Fee	Cancellation fee for 6 month and 1 year memberships	for cancellation of memberships	each			\$	\$ 30.00	1-Sep-24	no gst
Recreation	Booking Cancellation Fee	Facility booking cancellations	for cancellation of full booking	each			\$	\$ 50.00	1-Sep-24	no gst
Recreation Services	Rental	Static Display Space	Non-Profit with written approval by Manager	day	\$ 12.50	1-Sep-23	\$ 13.15	\$ 12.76	1-Sep-24	\$ 13.40
Recreation Services	Rental	Static Display Space	For-Profit with written approval by Manager	day	\$ 25.00	1-Sep-23	\$ 26.25	\$ 25.52	1-Sep-24	\$ 26.80
Recreation Services	Rental	Additional Staff	Extra rec staff required for rental or event support	hour	hourly rate + staff	1-Sep-15	hourly rate + staff	hourly rate + staff	1-Sep-15	hourly rate + staff
Recreation Services	Rental, Meeting Space	Large meeting area	Grey Mountain Room, Wellness Studio, Literacy Centre, Mezzanine	hour	\$ 49.05	1-Sep-23	\$ 51.50	\$ 50.48	1-Sep-24	\$ 53.00
Recreation Services	Rental, Meeting Space	Large meeting area-per day (10-24 hour)	Grey Mountain Room, Wellness Studio, Literacy Centre, Mezzanine	day	\$ 490.48	1-Sep-23	\$ 515.00	\$ 500.00	1-Sep-24	\$ 525.00
Recreation Services	Rental, Meeting Space	Small meeting area	Meeting rooms, Kitchen and portion of Concourse	hour	\$ 24.52	1-Sep-23	\$ 25.75	\$ 25.24	1-Sep-24	\$ 26.50
Recreation Services	Rental, Pool	Regular Rate	2 Lifeguards for up to 50 people	hour	\$ 351.18	1-Sep-23	\$ 368.75	\$ 358.19	1-Sep-24	\$ 376.10
Recreation Services	Rental, Pool	Adult Non-Profit Discount	2 Lifeguards for up to 50 people	hour	\$ 263.38	1-Sep-23	\$ 276.55	\$ 268.67	1-Sep-24	\$ 282.10

**City of Whitehorse
Fees and Charges Manual**

**Bylaw 2014-36 Appendix A
Schedule 5 (Recreation)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2023-18	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Recreation Services	Rental, Pool	Youth/Elder/Senior/Disabled Non-Profit Discount	2 Lifeguards for up to 50 people	hour	\$ 175.59	1-Sep-23	\$ 184.35	\$ 179.10	1-Sep-24	\$ 188.05
Recreation Services	Rental, Pool Lane	Pool Lane	1/8 of Pool Rental Rates	hour	\$ -	1-Sep-23	no gst	\$ -	1-Sep-23	no gst
Recreation Services	Daily Single Admission	Adult	19 - 59 years	each	\$ 8.34	1-Sep-23	\$ 8.75	\$ 8.52	1-Sep-24	\$ 8.95
			60 yrs. or older, or proof of current post-secondary enrollment	each	\$ 6.77	1-Sep-23	\$ 7.10	\$ 6.90	1-Sep-24	\$ 7.25
Recreation Services	Daily Single Admission	Elder/Senior/Student	2 to 18 years or permanent disability	each	\$ 4.32	1-Sep-23	\$ 4.55	\$ 4.38	1-Sep-24	\$ 4.60
			2 guardians with up to 5 dependents 18 and under, at the same address	each	\$ 19.23	1-Sep-23	\$ 20.20	\$ 19.62	1-Sep-24	\$ 20.60
Recreation Services	Daily Single Admission	Family	Under 2	each	no charge	15-Oct-05	no charge	no charge	15-Oct-05	no charge
Recreation Services	Daily Single Admission	Small Child		each	no charge	15-Oct-05	no charge	no charge	15-Oct-05	no charge
Recreation Services	6 Month Membership	Adult	19 - 59 years	per 6 Months	\$ 310.28	1-Sep-23	\$ 325.80	\$ 316.48	1-Sep-24	\$ 332.30
			60 yrs. or older, or proof of current post-secondary enrollment	per 6 Months	\$ 255.14	1-Sep-23	\$ 267.90	\$ 260.24	1-Sep-24	\$ 273.25
Recreation Services	6 Month Membership	Elder/Senior/Student	2 to 18 years or permanent disability	per 6 Months	\$ 155.14	1-Sep-23	\$ 162.90	\$ 158.24	1-Sep-24	\$ 166.15
			1 guardian with up to 5 dependents 18 and under, at the same address	per 6 Months	\$ 398.02	1-Sep-23	\$ 417.90	\$ 406.00	1-Sep-24	\$ 426.30
Recreation Services	6 Month Membership	1 Adult Family	2 guardians with up to 5 dependents 18 and under, at the same address	per 6 Months	\$ 677.69	1-Sep-23	\$ 711.55	\$ 691.24	1-Sep-24	\$ 725.80
Recreation Services	6 Month Membership	2 Adult Family	19 - 59 years	per 6 Months	\$ 559.29	1-Sep-23	\$ 587.25	\$ 570.48	1-Sep-24	\$ 599.00
			60 yrs. or older, or proof of current post-secondary enrollment	annual	\$ 460.27	1-Sep-23	\$ 483.30	\$ 469.48	1-Sep-24	\$ 492.95
Recreation Services	1 year Membership	Elder/Senior/Student	2 to 18 years or permanent disability	annual	\$ 285.75	1-Sep-23	\$ 300.05	\$ 291.48	1-Sep-24	\$ 306.05
			1 guardian with up to 5 dependents 18 and under, at the same address	annual	\$ 720.51	1-Sep-23	\$ 756.55	\$ 734.90	1-Sep-24	\$ 771.65
Recreation Services	1 year Membership	1 Adult Family	2 guardians with up to 5 dependents 18 and under, at the same address	annual	\$ 1,230.80	1-Sep-23	\$ 1,292.35	\$ 1,255.43	1-Sep-24	\$ 1,318.20
Recreation Services	1 year Membership	2 Adult Family	19 - 59 years	annual	\$ 57.14	1-Sep-23	\$ 60.00	\$ 58.29	1-Sep-24	\$ 61.20
			60 yrs. or older, or proof of current post-secondary enrollment	each	\$ 46.94	1-Sep-23	\$ 49.30	\$ 47.86	1-Sep-24	\$ 50.25
Recreation Services	30 Day Pass	Elder/Senior/Student	2 to 18 years or permanent disability	each	\$ 28.59	1-Sep-23	\$ 30.00	\$ 29.14	1-Sep-24	\$ 30.60
			1 guardian with up to 5 dependents 18 and under, at the same address	each	\$ 73.47	1-Sep-23	\$ 77.15	\$ 74.95	1-Sep-24	\$ 78.70
Recreation Services	30 Day Pass	1 Adult Family	2 guardians with up to 5 dependents 18 and under, at the same address	each	\$ 125.52	1-Sep-23	\$ 131.80	\$ 128.05	1-Sep-24	\$ 134.45
Recreation Services	30 Day Pass	2 Adult Family	10 or more people in a group will receive 10% off individual memberships	each	\$ -	1-Sep-20	no gst	\$ -	1-Sep-20	no gst
Recreation Services	Group Membership	On 6 Month & 1 Year Memberships			\$ -	1-Sep-20	no gst	\$ -	1-Sep-20	no gst
Recreation Services	Adult Programming	Minimum 100% recoverable	Including all partnership Programs	each	See Leisure Guide	1-Jan-10	See Leisure Guide	See Leisure Guide	1-Jan-10	See Leisure Guide
Recreation Services	Children/Youth/Senior/Disabled Programming	Minimum 50% recoverable	Not including day camp	each	See Leisure Guide	1-Jan-10	See Leisure Guide	See Leisure Guide	1-Jan-10	See Leisure Guide
Recreation Services	Day-camp Programming	Minimum 60% recoverable		each	See Leisure Guide	1-Mar-11	See Leisure Guide	See Leisure Guide	1-Mar-11	See Leisure Guide
Recreation Services	10-Day Flex Pass (max 2 year)	Adult	19 - 59 years and it expires in 2 years from the date of purchase	each	\$ 73.47	1-Sep-23	\$ 77.15	\$ 74.95	1-Sep-24	\$ 78.70
			60 years or older, or proof of current post-secondary enrollment and expires in 2 years from the date of purchase	each	\$ 59.20	1-Sep-23	\$ 62.15	\$ 60.38	1-Sep-24	\$ 63.40
Recreation Services	10-Day Flex Pass (max 2 year)	Elder/Senior/Student	2 to 18 years or permanent disability and it expires in 2 years from the date of purchase	each	\$ 37.77	1-Sep-23	\$ 39.65	\$ 38.52	1-Sep-24	\$ 40.45
			2 guardians with up to 5 dependents 18 and under, at the same address and it expires in 2 years from the date of purchase	each	\$ 173.48	1-Sep-23	\$ 182.15	\$ 176.95	1-Sep-24	\$ 185.80
Recreation Services	10-Day Flex Pass (max 2 year)	Family		each	1/2 of regular rental rate	1-Jan-10	1/2 of regular rental rate	1/2 of regular rental rate	1-Jan-10	1/2 of regular rental rate
Recreation Services	Rental, set up	1/2 of regular rental rate		per booking						
Recreation Services	Rental, Fieldhouses	Youth/Elder/Senior/Disabled Non-Profit Discount	Flexihall or Fieldhouse	hour	\$ 81.76	1-Sep-23	\$ 85.85	\$ 83.38	1-Sep-24	\$ 87.55
Recreation Services	Rental, Fieldhouses	Adult Non-Profit Discount	Flexihall or Fieldhouse	hour	\$ 122.52	1-Sep-23	\$ 128.65	\$ 124.95	1-Sep-24	\$ 131.20

**City of Whitehorse
Fees and Charges Manual**

**Bylaw 2014-36 Appendix A
Schedule 5 (Recreation)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2023-18	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Recreation Services	Rental, Fieldhouses	Regular Rate	Flexihall or Fieldhouse	hour	\$ 163.43	1-Sep-23	\$ 171.60	\$ 166.71	1-Sep-24	\$ 175.05
Recreation Services	Rental Sports Equipment	Skate rentals/badminton racquets		per unit	\$ 3.92	1-Sep-23	\$ 4.10	\$ 4.00	1-Sep-24	\$ 4.20
Recreation Services	Rental	Portable Bleachers	Staff costs	each	actual cost	1-Sep-20	actual cost	actual cost	1-Sep-20	actual cost
Recreation Services	Rental	Mobile Electric Cart	240 Volts	each	\$ 107.37	1-Sep-23	\$ 112.75	\$ 109.52	1-Sep-24	\$ 115.00
Recreation Services	Rental	Basic Equipment	Table, Podium	each	\$ 12.50	1-Sep-23	\$ 13.15	\$ 12.76	1-Sep-24	\$ 13.40
Recreation Services	Rental	Minor Equipment	AV Equipment, Projector, Activity Bag	each	\$ 25.01	1-Sep-23	\$ 26.25	\$ 25.52	1-Sep-24	\$ 26.80
Recreation Services	Rental	Major Equipment	Fitness, High Value or Set of Equipment	each	\$ 75.04	1-Sep-23	\$ 78.80	\$ 76.52	1-Sep-24	\$ 80.35
Recreation Services	Rental	Chairs		each	\$ 2.50	1-Sep-23	\$ 2.65	\$ 2.57	1-Sep-24	\$ 2.70
Charges at Regular Rental Rate, Non-profit discounts										
Recreation Services	Rental	Outside Hours Operation	do not apply	each	per rental type	1-Sep-20	per rental type	per rental type	1-Sep-20	per rental type
Recreation Services	Floor covering installation	Staff Costs	Full Flexi is 8 hours	actual cost	actual cost	1-Sep-20	actual cost	actual cost	1-Sep-20	actual cost
Recreation Services	Stage (4' X 8' Risers)	Staff Costs	One Section is one Hour	each	actual cost	1-Sep-20	actual cost	actual cost	1-Sep-20	actual cost
Recreation Services	Advertising	Board Advertising - CGC	Board advertising for arenas and fieldhouses	monthly	\$ 890.70	1-Sep-23	\$ 935.25	\$ 77.18	1-Sep-24	\$ 81.08
Recreation Services	Advertising	Poster Ads	Poster Ads up to 11x17	monthly	\$ 27.47	1-Sep-23	\$ 28.85	\$ 27.47	1-Sep-23	\$ 28.85
Recreation Services	Advertising	4x8 Sign - CGC	4x8 Sign Advertising	monthly	\$ 587.59	1-Sep-23	\$ 616.95	\$ 50.92	1-Sep-24	\$ 53.32
Recreation Services	Advertising	Takhini Arena	65% of CGC Advertising rates	annual	65% of CGC rates	1-Jan-20	65% of CGC rates	65% of CGC rates	1-Jan-20	65% of CGC rates
Recreation Services	Advertising	Resurfacer - CGC	1 Side	monthly	\$ 1,133.00	1-Sep-23	\$ 1,189.65	\$ 98.18	1-Sep-24	\$ 102.98
Recreation Services	Advertising	Resurfacer - CGC	2 Sides	monthly	\$ 1,699.99	1-Sep-23	\$ 1,785.00	\$ 147.31	1-Sep-24	\$ 154.81
Recreation Services	Advertising	Resurfacer - CGC	Top	monthly	\$ 849.50	1-Sep-23	\$ 892.00	\$ 73.61	1-Sep-24	\$ 77.21
Recreation Services	Advertising	Resurfacer - CGC	Front	monthly	\$ 566.99	1-Sep-23	\$ 595.35	\$ 49.13	1-Sep-24	\$ 51.53
Recreation Services	Advertising	Resurfacer - CGC	Rear	monthly	\$ 283.50	1-Sep-23	\$ 297.65	\$ 24.56	1-Sep-24	\$ 25.76
Recreation Services	Advertising	Resurfacer - CGC	Entire Machine	monthly	\$ 2,266.00	1-Sep-23	\$ 2,379.30	\$ 196.35	1-Sep-24	\$ 206.25
Recreation Services	Advertising	Ice Logo - CGC	1/2 Centre Ice	monthly	\$ 1,699.99	1-Sep-23	\$ 1,785.00	\$ 147.31	1-Sep-24	\$ 154.81
Recreation Services	Advertising	Ice Logo - CGC	Full Centre Ice	monthly	\$ 2,266.00	1-Sep-23	\$ 2,379.30	\$ 196.35	1-Sep-24	\$ 206.25
Recreation Services	Advertising	Ice Logo - CGC	Neutral Zone, End Zone, Blue Line	monthly	\$ 1,133.00	1-Sep-23	\$ 1,189.65	\$ 98.18	1-Sep-24	\$ 102.98
Recreation Services	Advertising	Ice Logo - CGC	Face Off Dots	monthly	\$ 283.50	1-Sep-23	\$ 297.65	\$ 24.56	1-Sep-24	\$ 25.76
Recreation Services	Advertising	Hallway Beams	Takhini Arena Only	monthly	\$ 85.35	1-Sep-23	\$ 89.60	\$ 7.40	1-Sep-24	\$ 7.70
Recreation Services	Advertising	Active Living Guide-Non-Profit Organizations	Half Page	each	\$ 90.25	1-Sep-23	\$ 94.75	\$ 90.25	1-Sep-23	\$ 94.75
Recreation Services	Advertising	Active Living Guide-Non-Profit Organizations	Full page	each	\$ 150.08	1-Sep-23	\$ 157.60	\$ 150.08	1-Sep-23	\$ 157.60
Recreation Services	Advertising	Active Living Guide - Profit Organizations	Half Page	each	\$ 150.08	1-Sep-23	\$ 157.60	\$ 150.08	1-Sep-23	\$ 157.60
Recreation Services	Advertising	Active Living Guide - Profit Organizations	Full Page	each	\$ 266.82	1-Sep-23	\$ 280.15	\$ 266.82	1-Sep-23	\$ 280.15
Recreation Services	Advertising	Active Living Guide - Cover Pages	10% off 2 editions, 15% off 3 editions	each	\$ 1,613.23	1-Sep-23	\$ 1,693.90	\$ 1,613.23	1-Sep-23	\$ 1,693.90
Recreation Services	Keys Deposit	All facilities	All facilities	each	\$ 50.00	1-Jan-10	no gst	\$ 50.00	1-Jan-10	no gst
Recreation Services	Wellness Service	Basic Body Comp or Program Design	Individual Member	each	\$ 63.76	1-Sep-23	\$ 66.95	\$ 63.76	1-Sep-23	\$ 66.95
Recreation Services	Wellness Service	Basic Body Comp or Program Design	Individual Non-member	each	\$ 73.57	1-Sep-23	\$ 77.25	\$ 73.57	1-Sep-23	\$ 77.25
Recreation Services	Bag of Pins	Whitehorse Pins	Bag of 25	bag of 25	\$ 9.52	1-Jan-15	\$ 10.00	\$ 9.52	1-Jan-15	\$ 10.00

**City of Whitehorse
Fees and Charges Manual**

**Bylaw 2014-36 Appendix A
Schedule 6 (Fire)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2023-18	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Fire	Burning	Burning	Open burning for land clearing purposes	per day	\$ 110.00	23-Feb-09	no gst	\$ 110.00	23-Feb-09	no gst
Fire	Burning	Burning-open burning for other than land	1 week (7 day) permit)	each	\$ 22.00	23-Feb-09	no gst	\$ 22.00	23-Feb-09	no gst
Fire	Burning	Burning-open burning for other than land clearing purposes-seasonal permit	Season is October 1 to March 31	per season	\$ 110.00	23-Feb-09	no gst	\$ 110.00	23-Feb-09	no gst
Fire	Confined Space	Confined Space Rescues	Standard 3rd (third) party billing rates for staff & equipment plus \$500.00 for materials used	each event	actual + \$500.00	27-Jan-03	no gst	actual + \$500.00	27-Jan-03	no gst
Fire	Explosives	Explosives Storage for construction purposes		each	\$ 100.00	28-Jan-02	\$ 105.00	\$ 100.00	28-Jan-02	\$ 105.00
Fire	High Hazard Fireworks Display	Fireworks Permit	For non-City organized events fee	each	\$ 275.00	1-Jul-23	no gst	\$ 275.00	1-Jul-23	no gst
Fire	Occupancy Load	Determine Occupancy Load	Determine the occupancy load for any space	each	\$250.00 + \$100.00/hr. after the first 2 hours	1-Jul-23	+ gst	\$250.00 + \$100.00/hr. after the first 2 hours	1-Jul-23	+ gst
Fire	Safety Plan	Review of New Fire Safety Plan	Fee includes cost recovery for applicable wages and benefits	each	actual + \$100.00	7-Jan-18	+ gst	actual + \$100.00	7-Jan-18	+ gst
Fire	Safety Plan	Update of Fire Safety Plan	Review of an updated fire safety plan		\$ 50.00	1-Jan-12	\$ 52.50	\$ 50.00	1-Jan-12	\$ 52.50
Fire	False Alarm	1st Response within 12 months	False alarms due to vandalism, defective alarm systems or equipment, or negligence of building owner, tenant or contractor	each	no charge	1-Oct-20	no gst	no charge	1-Oct-20	no gst
Fire	False Alarm	2nd Response within 12 months	False alarms due to vandalism, defective alarm systems or equipment, or negligence of building owner, tenant or contractor	each	\$ 250.00	1-Jul-23	no gst	\$ 250.00	1-Jul-23	no gst
Fire	False Alarm	3rd and Subsequent Responses within 12 months	False alarms due to vandalism, defective alarm systems or equipment, or negligence of building owner, tenant or contractor	each	\$ 550.00	1-Jul-23	no gst	\$ 550.00	1-Jul-23	no gst
Fire	File search/Letter	Administration Costs	Information request including inspection or investigation reports provided to any person, insurance company or government agency required to prepare by the Fire Department based on the approval of the Fire Chief, Deputy Fire Chief, or Prevention Officer	per request	\$350.00 + postage	1-Jul-23	+ gst	\$350.00 + postage	1-Jul-23	+ gst
Fire	Response	Per Unit responding plus actual cost of incident mitigation, disposal and lost or damage to equipment		unit/hour+	actual + \$250.00	1-Jul-18	no gst	actual + \$250.00	1-Jul-18	no gst
Fire	Investigation	Fire or Incident Investigation	Investigation into fire or accident causation factors or any investigation where public safety from fire or accident needs to be determined. Fees will also be levied where ancillary agents are used for investigation purposes including towing, security, storage, specialized photographic or other evidentiary services. travel, accommodation, and other required services	each	actual + \$100.00	1-Jul-18	no gst	actual + \$100.00	1-Jul-18	no gst
Fire	Inspection Fee	Compliance Re-inspection Fee		each	\$ 200.00	1-Jan-12	no gst	\$ 200.00	1-Jan-12	no gst
Fire	Inspections	Inspection Fees for licensing and permitting	Day Home or child centre	each	\$ 60.00	1-Jul-23	no gst	\$ 60.00	1-Jul-23	no gst
Fire	Inspections	Licensing Inspection	Inspecting a premise for purpose of obtaining a liquor license	each	\$ 200.00	1-Jul-23	no gst	\$ 200.00	1-Jul-23	no gst
Fire	Inspections	Special Event Inspections	If no occupancy load calculation is required	each	\$ 200.00	1-Jul-23	no gst	\$ 200.00	1-Jul-23	no gst
Fire	Stand-By	Confined Space	On Site Stand-By. Fee includes cost recovery for applicable wages, benefits and lost or damaged equipment	each	actual + \$500	1-Jul-18	no gst	actual + \$500.00	1-Jul-18	no gst
Fire	Technical Rescue	Technical Rescue response beyond City of Whitehorse limits	Cost recovery for wages, benefits and any loss or damage to fire department equipment	each	actual cost	1-Jul-13	no gst	actual cost	1-Jul-13	no gst
Fire	Property Securement	Securing an abandoned or Vacant property against unauthorized entry	Utilization of a 3rd party contractor to secure a building which is vacant, abandoned or damaged and where normal means of securement (locking doors / windows) has proven to be inadequate to prevent unauthorized entry	each event	actual + \$250.00	1-Jul-22	no gst	actual + \$250.00	1-Jul-22	no gst

**City of Whitehorse
Fees and Charges Manual**

**Bylaw 2014-36 Appendix A
Schedule 7 (Miscellaneous)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2023-05	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Engineering	AutoCAD custom drafting & plotting	Minimum 1/2 hour charge		per hour	\$ 54.00	1-Oct-22	\$ 56.70	\$ 54.00	1-Oct-22	\$ 56.70
Engineering	AutoCAD drawing compilation and printing			per sheet	\$ 28.50	1-Oct-22	\$ 29.90	\$ 28.50	1-Oct-22	\$ 29.90
Engineering	AutoCAD Plotting			per plot	\$ 10.90	1-Oct-22	\$ 11.40	\$ 10.90	1-Oct-22	\$ 11.40
Engineering	Development Design & Construction Review Cost Charge	Construction Value Up To \$500,000.00		each	2%	1-Jul-13	no gst	2%	1-Jul-13	no gst
Engineering	Development Design & Construction Review Cost Charge	Construction Value from 500,001.00 to \$3,000,000.00	Based on Class A Engineer's Estimate or Tendered Price for Civil Works	each	1%	1-Jul-13	no gst	1%	1-Jul-13	no gst
Engineering	Development Design & Construction Review Cost Charge	Construction Value Above \$ 3,000,001.00	Based on Class A Engineer's Estimate or Tendered Price for Civil Works	each	0.5%	1-Jul-13	no gst	0.5%	1-Jul-13	no gst
Engineering	Manual - Contract Tendering			each	\$ 105.00	1-Oct-22	\$ 110.30	REMOVE FEE		
Engineering	Manual - Servicing Standards	Manual & changes/revisions to manual to be sold at cost		each	\$ 105.00	1-Oct-22	\$ 110.30	REMOVE FEE		
Miscellaneous	Local Improvement Search	LIC		each	\$ 25.00	29-Jan-07	\$ 26.30	\$ 25.00	29-Jan-07	\$ 26.30
Miscellaneous	Blue Print reproductions			per sheet	\$ 3.00	1-Jan-08	\$ 3.20	\$ 3.00	1-Jan-08	\$ 3.20
Miscellaneous	Plan Reproduction	Fee plus reproduction cost		fee plus cost	\$ 25.00	1-Jan-08	\$ 26.30	\$ 25.00	1-Jan-08	\$ 26.30
Miscellaneous	Studies/Reports	At cost with \$10.00 minimum		each	cost	22-Jun-98	cost + gst	cost	22-Jun-98	cost + gst
Miscellaneous	Advertising	All			as per invoice/tender	8-Mar-99	no gst	as per invoice/tender	8-Mar-99	no gst
Miscellaneous	Flag	City (3'x6')		each	\$ 175.00	1-Apr-23	\$ 183.75	\$ 175.00	1-Apr-23	\$ 183.75
Miscellaneous	Miscellaneous Items for Resale	Convenience items available for resale through Parks or Rec and Facility Services	Including but not limited to swim diapers, goggles, locks, swim suits, towels, hockey laces & yoga mats	each	100% mark-up on cost		GST Applicable	100% mark-up on cost		GST Applicable
Miscellaneous	NSF Fees/Cheque return fees/Rejected Pre-authorized credit card fee			each	\$ 45.00	1-Jun-14	no gst	\$ 45.00	1-Jun-14	no gst
Miscellaneous	Service Inspection - Private			each	\$ 200.00	8-Mar-99	\$ 210.00	\$ 200.00	8-Mar-99	\$ 210.00
Miscellaneous	Tax Certificate Fee	Tax Search/Certificate		each	\$ 60.00	23-Feb-09	\$ 63.00	\$ 60.00	23-Feb-09	\$ 63.00
Miscellaneous	3rd Party Rate	(Landed materials + equipment and/ labour charge= all costs) X 20 % Markup		each	costs+ markup	1-Apr-23	GST Applicable	costs+ markup	1-Apr-23	GST Applicable
Miscellaneous	3rd Party Rate (RCMP)	Landed materials + equipment and/ labour charge= all costs	Reference Surveillance Camera Policy	each	cost	1-Apr-15	GST Applicable	cost	1-Apr-15	GST Applicable
Miscellaneous	3rd Party Rate (Subcontractor)	Total subcontractor charges X 20% Markup		each	cost+markup	1-Apr-23	GST Applicable	cost+markup	1-Apr-23	GST Applicable
Miscellaneous	Unpaid Accounts	All unpaid accounts will be charged interest on the outstanding amounts.	Outstanding taxes will be charged under the provisions of the Tax Act	per month	2%	1-Jan-11	no gst	2%	1-Jan-11	no gst
Operations	Snow Dump Permit	Permit per commercial/ business vehicle per winter season	To be purchased by commercial license plate of vehicle (Truck, Trailer)	per vehicle per season	\$ 1,000.00	1-Oct-22	no gst	\$ 1,100.00	27-Feb-24	no gst
Operations	Snow Dump Permit	Permit per residential/personal vehicle per winter season	To be purchased by personal license plate of vehicle (Truck, Trailer)	per vehicle per season	\$ 250.00	1-Oct-22	no gst	\$ 275.00	27-Feb-24	no gst
Operations	Snow Dump Permit	One-day use for non- commercial operators	To be purchased by License Plate of vehicle (Truck, Trailer)	per vehicle per day	\$ 50.00	1-Oct-22	no gst	\$ 55.00	27-Feb-24	no gst

**City of Whitehorse
Fees and Charges Manual**

**Bylaw 2014-36 Appendix A
Schedule 8 (Parks)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2023-05	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Parks	Deposit, Damage- all booking	Fully refundable if all rental conditions met	For bookings with Liquor permits only	each	\$ 500.00	1-Jan-15	no gst	\$ 500.00	27-Feb-24	no gst
Parks	Shipyards Park	Non-Profit Rental - full day	24 Hours	full day	\$ 437.58	1-Apr-23	\$ 459.46	\$ 446.33	27-Feb-24	\$ 468.60
Parks	Shipyards Park	Non-Profit Rental - half day	6 Hours	half day	\$ 219.02	1-Apr-23	\$ 229.97	\$ 223.40	27-Feb-24	\$ 234.55
Parks	Shipyards Park	For Profit Rental - full day	24 Hours	full day	\$ 875.15	1-Apr-23	\$ 918.91	\$ 892.65	27-Feb-24	\$ 937.25
Parks	Shipyards Park	For Profit Rental - half day	6 Hours	half day	\$ 437.58	1-Apr-23	\$ 459.46	\$ 446.33	27-Feb-24	\$ 468.60
Parks	All Parks excluding Shipyards	Profit Rental - full day	24 Hours	full day	\$ 644.76	1-Apr-23	\$ 677.00	\$ 657.65	27-Feb-24	\$ 690.50
Parks	All Parks excluding Shipyards	Profit Rental - half day	6 Hours	half day	\$ 322.35	1-Apr-23	\$ 338.47	\$ 328.80	27-Feb-24	\$ 345.20
Parks	All Parks excluding Shipyards	Profit Rental - hourly	1 Hour	hourly	\$ 73.99	1-Apr-23	\$ 77.69	\$ 75.47	27-Feb-24	\$ 79.20
Parks	All Parks excluding Shipyards	Non-Profit Rental - full day	24 Hours	half day	\$ 322.35	1-Apr-23	\$ 338.47	\$ 328.80	27-Feb-24	\$ 345.20
Parks	All Parks excluding Shipyards	Non-Profit Rental - half day	6 Hours	full day	\$ 161.20	1-Apr-23	\$ 169.26	\$ 164.43	27-Feb-24	\$ 172.60
Parks	All Parks excluding Shipyards	Non-Profit Rental - hourly	1 Hour	hourly	\$ 36.99	1-Apr-23	\$ 38.84	\$ 37.73	27-Feb-24	\$ 39.60
Parks	For Profit in Designated Areas only- hourly	Programmed Activities in Area- per hour -no staff		per hour	\$ 27.05	1-Apr-23	\$ 28.40	\$ 27.59	27-Feb-24	\$ 28.95
Parks	Non-Profit Rental -per portion of Shipyards									
Parks	Park Building		Per portion, per hour	per hour	\$ 37.15	1-Apr-23	\$ 39.01	\$ 37.89	27-Feb-24	\$ 39.75
Parks	Non-Profit rental -Outdoor Fire Pit Rental	Rental, wood, fire permit & attendant (monitors & extinguishes fire)		per hour	\$ 37.15	1-Apr-23	\$ 39.01	\$ 37.89	27-Feb-24	\$ 39.75
Parks	For Profit Rental -per portion of Shipyards									
Parks	Park Building		Per portion, per hour	per hour	\$ 74.30	1-Apr-23	\$ 78.02	\$ 75.79	27-Feb-24	\$ 79.55
Parks	For Profit rental -Outdoor Fire Pit Rental			per hour	\$ 74.30	1-Apr-23	\$ 78.02	\$ 75.79	27-Feb-24	\$ 79.55
Parks	Memorial Bench	Supply and Install		each	\$ 3,000.00	1-Apr-23	\$ 3,150.00	\$ 3,000.00	1-Apr-23	\$ 3,150.00
Parks	Memorial Tree	Supply and Install		each	\$ 1,757.60	1-Apr-23	\$ 1,845.48	\$ 1,792.76	27-Feb-24	\$ 1,882.35
Parks	Portable Firepits	Portable Firepits		each	\$ 53.58	1-Apr-23	\$ 56.26	\$ 54.65	27-Feb-24	\$ 57.35
Parks	Lift Truck	2 Operators & Truck	2 Operators & Truck	per hour	\$ 228.41	1-Apr-23	\$ 239.83	\$ 232.98	27-Feb-24	\$ 244.60
Parks	Picnic Tables	Delivery & Pick Up	Delivery & Pick Up	per 2 tables	\$ 248.00	1-Apr-23	\$ 260.40	\$ 252.96	27-Feb-24	\$ 265.60
Parks	Outdoor Garbage/Recycling Compost Bins	3 bin unit rental		per one waste sorting station unit	\$ 258.31	1-Apr-23	\$ 271.22	\$ 263.47	27-Feb-24	\$ 276.60
Parks	Equipment Charge	Water Truck	1 Operator & Truck	per hour	\$ 154.64	1-Apr-23	\$ 162.37	\$ 157.73	27-Feb-24	\$ 165.60
Parks	Robert Service Camp Ground	Electrical Fee for Food Concession		monthly	\$ 158.38	1-Apr-23	\$ 166.30	\$ 161.55	27-Feb-24	\$ 169.60
Parks	Robert Service Camp Ground	Site Rental	Nightly fee	per day	\$ 35.00	1-Apr-23	\$ 36.75	\$ 35.00	1-Apr-23	\$ 36.75
Parks	Robert Service Camp Ground	Group Site Rental		per day	\$ 106.12	1-Apr-23	\$ 111.50	\$ 108.24	27-Feb-24	\$ 113.65
Parks	Robert Service Camp Ground	Firewood		bundle	\$ 10.00	1-Apr-23	\$ 10.50	\$ 10.00	1-Apr-23	\$ 10.50
Parks	Robert Service Camp Ground	Showers		per 5 minutes	\$ 2.00	1-Apr-23	\$ 2.25	\$ 2.00	1-Apr-23	\$ 2.25
Parks	Book, Lost Graves			each	\$ 10.00	1-Jan-08	\$ 10.50	\$ 10.00	1-Jan-08	\$ 10.50

City of Whitehorse
Fees and Charges Manual

Bylaw 2014-36 Appendix A
Schedule 9 (Planning)

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2022-19	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Planning & Sustainability	Official Community Plan (OCP)	OCP Amendment Fee	Text or mapping changes to the OCP	each	\$ 2,000.00	1-Jan-20	no gst	\$ 2,000.00	1-Jan-20	no gst
Planning & Sustainability	Zoning Amendment	Zoning Bylaw Amendment	Text or mapping changes to the Zoning	each	\$ 2,000.00	1-Jan-20	no gst	\$ 2,000.00	1-Jan-20	no gst
Planning & Sustainability	Zoning Amendment	Designated municipal historic resource	Similar text/mapping amendments to the	each	\$ -	27-Jan-03	no gst	\$ -	27-Jan-03	no gst
Planning & Sustainability	OCP / Zoning Amendment	Combination OCP / Zoning Amendment	OCP & Zoning Bylaw	each	\$ 3,000.00	1-Jan-20	no gst	\$ 3,000.00	1-Jan-20	no gst
Planning & Sustainability	Official Community Plan			each	\$ 20.00	1-Jan-08	\$ 21.00	\$ 20.00	1-Jan-08	\$ 21.00
Planning & Sustainability	Zoning Bylaw			each	\$ 75.00	1-Jan-08	no gst	\$ 75.00	1-Jan-08	no gst
Planning & Sustainability	Zoning Bylaw	Individual copy		each	\$ 10.00	1-Jan-08	no gst	\$ 10.00	1-Jan-08	no gst
Planning & Sustainability	Zoning Bylaw	Initial subscription service		each	\$ 50.00	1-Jan-08	no gst	\$ 50.00	1-Jan-08	no gst
Planning & Sustainability	Zoning Maps			each	\$ 5.00	1-Jan-08	\$ 5.30	\$ 5.00	1-Jan-08	\$ 5.30

**City of Whitehorse
Fees and Charges Manual**

**Bylaw 2014-36 Appendix A
Schedule 10 (Water and Sewer)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2023-18	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NOTES	NEW FEE IF GST APPLICABLE
Water and Waste Services	Private Fire Hydrant Servicing	Annual flush, mechanical check, and winterize		each	\$ 180.00	1-Apr-23	no gst	\$ 180.00	1-Apr-23		no gst
Water and Waste Services	Sewer	Flat rate/month	Dwelling: single, multiple, duplex or semi-detached for each unit	month	\$ 18.46	1-Apr-23	no gst	\$ 19.38	1-Jan-24	NOTE 1	no gst
Water and Waste Services	Sewer & Water	Flat rate/month - Single family dwelling	Dwelling: single, multiple, duplex or semi-detached for each unit	month	\$ 88.73	1-Apr-23	no gst	\$ 93.17	1-Jan-24	NOTE 1	no gst
Water and Waste Services	Sewer & Water	Flat rate/month - Plus 1 suite		month	\$ 133.11	1-Apr-23	no gst	\$ 139.77	1-Jan-24	NOTE 1	no gst
Water and Waste Services	Sewer & Water	Flat rate/month - Plus 2 suites		month	\$ 177.40	1-Apr-23	no gst	\$ 186.27	1-Jan-24	NOTE 1	no gst
Water and Waste Services	Sewer & Water	Flat rate/month - Plus 3 suites		month	\$ 221.76	1-Apr-23	no gst	\$ 232.85	1-Jan-24	NOTE 1	no gst
Water and Waste Services	Sewer & Water	Flat rate/month - Plus 4 suites		month	\$ 354.87	1-Apr-23	no gst	\$ 372.61	1-Jan-24	NOTE 1	no gst
Water and Waste Services	Sewer & Water	Flat rate/month - Duplex Dwelling		month	\$ 177.40	1-Apr-23	no gst	\$ 186.27	1-Jan-24	NOTE 1	no gst
Water and Waste Services	Sewer & Water	Metered rate - each additional 1000 gallons over minimum	Per 1,000 gallons	1000 gallons	\$ 9.94	1-Apr-23	no gst	\$ 10.44	1-Jan-24	NOTE 1	no gst
Water and Waste Services	Sewer & Water	Metered rate - based on 8500 gallons	Minimum charge	month	\$ 88.73	1-Apr-23	no gst	\$ 93.17	1-Jan-24	NOTE 1	no gst
Water and Waste Services	Sewer & Water	Metered rate - minimum based on 38.64 cubic meters		month	\$ 88.73	1-Apr-23	no gst	\$ 93.17	1-Jan-24	NOTE 1	no gst
Water and Waste Services	Sewer & Water	Metered rate - each additional 1 cubic meter over minimum		cubic meter	\$ 2.35	1-Apr-23	no gst	\$ 2.47	1-Jan-24	NOTE 1	no gst
Water and Waste Services	Sewer & Water	Installation, Inspection Fee during regular hours		each	\$ 750.00	23-Feb-09	no gst	\$ 750.00	23-Feb-09		no gst
Water and Waste Services	Sewer & Water	Installation, Inspection Fee after hours and weekends		each	\$ 1,125.00	1-Jan-12	no gst	\$ 1,125.00	1-Jan-12		no gst
Water and Waste Services	Sewer & Water	Installation, Inspection Fee - No Shows (Contractor not ready; cancellations require 24 hours notice)		each	\$ 250.00	1-Jan-12	no gst	\$ 250.00	1-Jan-12		no gst
Water and Waste Services	Sewer & Water	Freeze Protection Testing Fee		each	\$ 250.00	23-Feb-09	no gst	\$ 250.00	23-Feb-09		no gst
Water and Waste Services	Sewer & Water	Install by City: actual cost of installation as determined by the application of third party rates for labour & equipment, plus the full cost of all materials used together with a handling charge of 15%		each	varies	22-Jun-98	no gst	varies	22-Jun-98		no gst
Water and Waste Services	Sewer & Water	Service call not specified		each	actual	1-Apr-23	no gst	actual	1-Apr-23		no gst
Water and Waste Services	Sewer & Water	Hydrant Meter & Backflow assembly set up		per hour	\$ 150.00	1-Jul-23	no gst	\$ 150.00	1-Jul-23		no gst
Water and Waste Services	Sewer & Water	Greasing or removing grease from lines		each	actual	27-Jan-03	no gst	actual	27-Jan-03		no gst
Water and Waste Services	Sewer & Water	Permanent disconnection of service at the main plus restoration		each	actual	22-Jun-98	no gst	actual	22-Jun-98		no gst
Water and Waste Services	Sewer & Water	Shut off & turn on for benefit of customer (other than initial turn on) after normal business hours (minimum of 4 hour callout as per Operator Outside regular hours)		each	actual	22-Jun-98	no gst	actual	22-Jun-98		no gst
Water and Waste Services	Sewer & Water	Shut off & turn on for benefit of customer (other than initial turn on) during normal business hours		each	\$ 120.00	1-Apr-23	no gst	\$ 120.00	1-Apr-23		no gst
Water and Waste Services	Sewer & Water	Thawing or clearing private service		each	actual	22-Jun-98	no gst	actual	22-Jun-98		no gst
Water and Waste Services	Sewer & Water	Turn on for reinstatement (other than initial torn on) after normal business hours (minimum of 4-hour callout as per Operator outside regular hours)		each	actual	1-Jul-23	no gst	actual	1-Jul-23		no gst
Water and Waste Services	Sewer & Water	Turn on for reinstatement after shut-off for non-payment during normal business hours		each	\$ 120.00	1-Jul-23	no gst	\$ 120.00	1-Jul-23		no gst
Water and Waste Services	Sewerage Dumping	Flat rate for each truck load dumped	Annual permit must be purchased	each load	\$ 50.00	1-Jan-12	no gst	\$ 50.00	1-Jan-12		no gst
Water and Waste Services	Sewerage Dumping	Airport Sewage Dump Station Fee-discharging sewage from aircraft	Monthly Fee	month	\$ 200.00	1-Apr-15	no gst	\$ 200.00	1-Apr-15		no gst
Water and Waste Services	Sewerage Dumping	Discharge Permit	Annual fee	per year	\$ 100.00	1-Jan-12	no gst	\$ 100.00	1-Jan-12		no gst
Water and Waste Services	Water Bulk	Coin operated bulk water station	Per 1,000 litres	1000 litres	\$ 2.00	1-Jan-11	no gst	\$ 2.00	1-Jan-11		no gst
Water and Waste Services	Service Cards	Prepare and provide accurate service cards for new privately developed services			\$ 250.00	23-Feb-09	no gst	\$ 250.00	23-Feb-09		no gst
Water and Waste Services	Water meter	Water meter & remote test, repair, supply, or installation		actual	actual	22-Jun-98	no gst	actual	22-Jun-98		no gst
Water and Waste Services	Water meter reading	Special		each	\$ 100.00	1-Apr-23	no gst	\$ 100.00	1-Apr-23		no gst
Water and Waste Services	Water only	Flat rate/month - Single family dwelling, Commercial & Bulk Water-based on 17000 gallons	Dwelling, duplex or semi-detached for each unit	month	\$ 70.27	1-Apr-23	no gst	\$ 73.78	1-Jan-24	NOTE 1	no gst
Water and Waste Services	Water only	Metered rate/bulk rate - each additional 1000 gallons over minimum	Per 1,000 gallons	1000 gallons	\$ 8.67	1-Apr-23	no gst	\$ 9.10	1-Jan-24	NOTE 1	no gst

NOTE 1: Effective date adjustment, subsequent to bylaw 1st reading, due to administrative error.

**City of Whitehorse
Fees and Charges Manual**

**Bylaw 2014-36 Appendix A
Schedule 11 (Transit)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2022-19	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Transit	Bus Fares	Adult Pass: Monthly (Age 19-59)	1-month @ \$62	each	\$ 62.00	1-Jan-08	no gst	\$ 62.00	1-Jan-08	no gst
Transit	Bus Fares	Adult Pass: 3 Months (Age 19-59)	3-months @ \$62; available through the Token Transit App	each	\$ 186.00	1-Jul-22	no gst	\$ 186.00	1-Jul-22	no gst
Transit	Bus Fares	Adult Pass: 6 Months (Age 19-59)	6-months @ \$61; available through the Token Transit App	each	\$ 366.00	1-Jul-22	no gst	\$ 366.00	1-Jul-22	no gst
Transit	Bus Fares	Adult Pass: 12 Months (Age 19-59)	12-months @ \$60; available through the Token Transit App	each	\$ 720.00	1-Jul-22	no gst	\$ 720.00	1-Jul-22	no gst
Transit	Bus Fares	Adult Single-cash - Age 19-59		each	\$ 2.50	1-Jan-08	no gst	\$ 2.50	1-Jan-08	no gst
Transit	Bus Fares	Adult Ticket (sold in strips of 10) - Age 19-59		each strip	\$ 23.00	1-Jan-08	no gst	\$ 23.00	1-Jan-08	no gst
Transit	Bus Fares	Day Pass - Age 5 and over		each	\$ 5.00	1-Apr-15	no gst	\$ 5.00	1-Apr-15	no gst
Transit	Bus Fares	Disabled Handy Bus Pass: Monthly - Handy Bus disabled customers that meet the eligibility requirements of Handy Bus Service	1-month @ \$26	each	\$ 26.00	1-Jan-08	no gst	\$ 26.00	1-Jan-08	no gst
Transit	Bus Fares	Disabled Handy Bus Pass: 3 Months	3-months @ \$26; available through the Token Transit App	each	\$ 78.00	1-Jul-22	no gst	\$ 78.00	1-Jul-22	no gst
Transit	Bus Fares	Disabled Handy Bus Pass: 6 Months	6-months @ \$25; available through the Token Transit App	each	\$ 150.00	1-Jul-22	no gst	\$ 150.00	1-Jul-22	no gst
Transit	Bus Fares	Disabled Handy Bus Pass: 12 Months	12-months @ \$24; available through the Token Transit App	each	\$ 288.00	1-Jul-22	no gst	\$ 288.00	1-Jul-22	no gst
Transit	Bus Fares	Disabled Handy Bus-Cash - Handy Bus disabled customers that meet the eligibility requirements of Handy Bus Service		each	\$ 2.50	1-Jan-08	no gst	\$ 2.50	1-Jan-08	no gst
Transit	Bus Fares	Disabled Handy Bus-Ticket (strip of 10) - Handy Bus disabled customers that meet the eligibility requirements of Handy Bus Service		each strip	\$ 10.00	1-Jan-08	no gst	\$ 10.00	1-Jan-08	no gst
Transit	Bus Fares	Pre-schooler:4 and under accompanied by an adult (2 per adult)	Proof of age may be required	each	free	22-Jun-98	no gst	free	22-Jun-98	no gst
Transit	Bus Fares	Senior Pass: Monthly (Age 60 and over)	1-month @ \$26	each	\$ 26.00	1-Jan-08	no gst	\$ 26.00	1-Jan-08	no gst
Transit	Bus Fares	Senior Pass: 3 Months (Age 60+)	3-months @ \$26; available through the Token Transit App	each	\$ 78.00	1-Jul-22	no gst	\$ 78.00	1-Jul-22	no gst
Transit	Bus Fares	Senior Pass: 6 Months (Age 60+)	6-months @ \$25; available through the Token Transit App	each	\$ 150.00	1-Jul-22	no gst	\$ 150.00	1-Jul-22	no gst
Transit	Bus Fares	Senior Pass: 12 Months (Age 60+)	12-months @ \$24; available through the Token Transit App	each	\$ 288.00	1-Jul-22	no gst	\$ 288.00	1-Jul-22	no gst
Transit	Bus Fares	Senior Single-cash - Age 60 and over		each	\$ 2.50	1-Jan-08	no gst	\$ 2.50	1-Jan-08	no gst
Transit	Bus Fares	Senior Ticket (strips of 10) - Age 60 and over		each strip	\$ 10.00	1-Jan-08	no gst	\$ 10.00	1-Jan-08	no gst
Transit	Bus Fares	Youth Pass: Monthly (Age 5-18)	1-month @ \$40	each	\$ 40.00	1-Jan-08	no gst	\$ 40.00	1-Jan-08	no gst
Transit	Bus Fares	Youth Pass: 3 Months (Age 5-18)	3-months @ \$40; available through the Token Transit App	each	\$ 120.00	1-Jul-22	no gst	\$ 120.00	1-Jul-22	no gst
Transit	Bus Fares	Youth Pass: 6 Months (Age 5-18)	6-months @ \$39; available through the Token Transit App	each	\$ 234.00	1-Jul-22	no gst	\$ 234.00	1-Jul-22	no gst
Transit	Bus Fares	Youth Pass: 12 Months (Age 5-18)	12-months @ \$38; available through the Token Transit App	each	\$ 456.00	1-Jul-22	no gst	\$ 456.00	1-Jul-22	no gst
Transit	Bus Fares	Youth Single-cash - Age 5-18		each	\$ 2.50	1-Jan-08	no gst	\$ 2.50	1-Jan-08	no gst
Transit	Bus Fares	Youth Ticket (sold in strips of 10) - Age 5-18		each strip	\$ 15.00	1-Jan-08	no gst	\$ 15.00	1-Jan-08	no gst
Transit	Bus Fares	Superpass Monthly - Superpass -Adult		each	\$ 54.25	1-Jul-18	no gst	\$ 54.25	1-Jul-18	no gst
Transit	Bus Fares	Superpass Monthly - Superpass -Youth		each	\$ 35.00	1-Jan-15	no gst	\$ 35.00	1-Jan-15	no gst
Transit	Bus Fares	Superpass Monthly - Superpass -Senior		each	\$ 22.75	1-Jan-15	no gst	\$ 22.75	1-Jan-15	no gst
Transit	Bus Fares	Superpass Monthly - Superpass -Disability		each	\$ 22.75	1-Jan-15	no gst	\$ 22.75	1-Jan-15	no gst
Transit	Group Pass	University Pass: Semester		each	\$ 62.00	1-Jul-22	no gst	\$ 62.00	1-Jul-22	no gst
Transit	Group Pass	Education Pass: Monthly		each	\$ 30.00	1-Jul-22	no gst	\$ 30.00	1-Jul-22	no gst
Transit	Group Pass	Education Pass: Semester (2-months)	Available through the Token Transit App: Prorated for late start to semester	each	\$ 60.00	1-Jul-22	no gst	\$ 60.00	1-Jul-22	no gst
Transit	Group Pass	Education Pass: Semester (3-months)	Available through the Token Transit App: Prorated for late start to semester	each	\$ 90.00	1-Jul-22	no gst	\$ 90.00	1-Jul-22	no gst
Transit	Group Pass	Education Pass: Semester (4-months)	Available through the Token Transit App: Prorated for late start to semester	each	\$ 120.00	1-Jul-22	no gst	\$ 120.00	1-Jul-22	no gst

**City of Whitehorse
Fees and Charges Manual**

**Bylaw 2014-36 Appendix A
Schedule 11 (Transit)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2022-19	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Transit	Group Pass	Education Pass: Semester (5-months)		each	\$ 150.00	1-Jul-22	no gst	\$ 150.00	1-Jul-22	no gst
Transit	Group Pass	Employers 5-25 Participants - 0% of employees participating	0% Transit Discount	each	\$ 62.00	1-Jun-12	no gst	\$ 62.00	1-Jun-12	no gst
Transit	Group Pass	Employers 5-25 Participants - 25% of employees participating	3.75% Transit Discount	each	\$ 59.68	1-Jun-12	no gst	\$ 59.68	1-Jun-12	no gst
Transit	Group Pass	Employers 5-25 Participants - 50% of employees participating	7.50% Transit Discount	each	\$ 57.35	1-Jun-12	no gst	\$ 57.35	1-Jun-12	no gst
Transit	Group Pass	Employers 5-25 Participants - 75% of employees participating	11.25% Transit Discount	each	\$ 55.03	1-Jun-12	no gst	\$ 55.03	1-Jun-12	no gst
Transit	Group Pass	Employers 5-25 Participants - 100% of employees participating	15.0% Transit Discount	each	\$ 52.70	1-Jun-12	no gst	\$ 52.70	1-Jun-12	no gst
Transit	Group Pass	Employers 26-50 Participants - 0% of employees participating	0% Transit Discount	each	\$ 62.00	1-Jun-12	no gst	\$ 62.00	1-Jun-12	no gst
Transit	Group Pass	Employers 26-50 Participants - 25% of employees participating	5% Transit Discount	each	\$ 58.90	1-Jun-12	no gst	\$ 58.90	1-Jun-12	no gst
Transit	Group Pass	Employers 26-50 Participants - 50% of employees participating	10% Transit Discount	each	\$ 55.80	1-Jun-12	no gst	\$ 55.80	1-Jun-12	no gst
Transit	Group Pass	Employers 26-50 Participants - 75% of employees participating	15% Transit Discount	each	\$ 52.70	1-Jun-12	no gst	\$ 52.70	1-Jun-12	no gst
Transit	Group Pass	Employers 26-50 Participants - 100% of employees participating	20% Transit Discount	each	\$ 49.60	1-Jun-12	no gst	\$ 49.60	1-Jun-12	no gst
Transit	Group Pass	Employers over 50 Participants - 0% of employees participating	0% Transit Discount	each	\$ 62.00	1-Jun-12	no gst	\$ 62.00	1-Jun-12	no gst
Transit	Group Pass	Employers over 50 Participants - 25% of employees participating	6.25% Transit Discount	each	\$ 58.13	1-Jun-12	no gst	\$ 58.13	1-Jun-12	no gst
Transit	Group Pass	Employers over 50 Participants - 50% of employees participating	12.50% Transit Discount	each	\$ 54.25	1-Jun-12	no gst	\$ 54.25	1-Jun-12	no gst
Transit	Group Pass	Employers over 50 Participants - 75% of employees participating	18.75% Transit Discount	each	\$ 50.38	1-Jun-12	no gst	\$ 50.38	1-Jun-12	no gst
Transit	Group Pass	Employers over 50 Participants - 100% of employees participating	25% Transit Discount	each	\$ 46.50	1-Jun-12	no gst	\$ 46.50	1-Jun-12	no gst
Transit	Group Pass	Youth - Employers 5-25 Participants - 0% of employees participating	0% Transit Discount	each	\$ 40.00	1-Jul-13	no gst	\$ 40.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 5-25 Participants - 25% of employees participating	3.75% Transit Discount	each	\$ 38.50	1-Jul-13	no gst	\$ 38.50	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 5-25 Participants - 50% of employees participating	7.50% Transit Discount	each	\$ 37.00	1-Jul-13	no gst	\$ 37.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 5-25 Participants - 75% of employees participating	11.25% Transit Discount	each	\$ 35.50	1-Jul-13	no gst	\$ 35.50	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 5-25 Participants - 100% of employees participating	15.0% Transit Discount	each	\$ 34.00	1-Jul-13	no gst	\$ 34.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 26-50 Participants - 0% of employees participating	0% Transit Discount	each	\$ 40.00	1-Jul-13	no gst	\$ 40.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 26-50 Participants - 25% of employees participating	5% Transit Discount	each	\$ 38.00	1-Jul-13	no gst	\$ 38.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 26-50 Participants - 50% of employees participating	10% Transit Discount	each	\$ 37.00	1-Jul-13	no gst	\$ 37.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 26-50 Participants - 75% of employees participating	15% Transit Discount	each	\$ 34.00	1-Jul-13	no gst	\$ 34.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 26-50 Participants - 100% of employees participating	20% Transit Discount	each	\$ 32.00	1-Jul-13	no gst	\$ 32.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers over 50 Participants - 0% of employees participating	0% Transit Discount	each	\$ 40.00	1-Jul-13	no gst	\$ 40.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers over 50 Participants - 25% of employees participating	6.25% Transit Discount	each	\$ 37.50	1-Jul-13	no gst	\$ 37.50	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers over 50 Participants - 50% of employees participating	12.50% Transit Discount	each	\$ 35.00	1-Jul-13	no gst	\$ 35.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers over 50 Participants - 75% of employees participating	18.75% Transit Discount	each	\$ 32.50	1-Jul-13	no gst	\$ 32.50	1-Jul-13	no gst

**City of Whitehorse
Fees and Charges Manual**

**Bylaw 2014-36 Appendix A
Schedule 11 (Transit)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2022-19	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Transit	Group Pass	Youth - Employers over 50 Participants - 100% of employees participating	25% Transit Discount	each	\$ 30.00	1-Jul-13	no gst	\$ 30.00	1-Jul-13	no gst
Transit	Advertising	Bench Back - 4 weeks	21"x69" ad panel	each	\$ 90.00	1-Jul-22	\$ 94.50	\$ 95.00	27-Feb-24	\$ 99.75
Transit	Advertising	Bench Back - 52 weeks (@ 44 weeks cost)	21"x69" ad panel	each	\$ 990.00	1-Jul-22	\$ 1,039.50	\$ 1,045.00	27-Feb-24	\$ 1,097.25
Transit	Advertising	Exterior King panels, side of bus - 4 weeks	139"x30" ad panel	each	\$ 300.00	1-Jul-22	\$ 315.00	\$ 315.00	27-Feb-24	\$ 330.75
Transit	Advertising	Exterior King panels, side of bus - 52 weeks (@ 44 weeks cost)	139"x30" ad panel	each	\$ 3,300.00	1-Jul-22	\$ 3,465.00	\$ 3,465.00	27-Feb-24	\$ 3,638.25
Transit	Advertising	Exterior Tail panels, back of bus - 4 weeks	69.75" x 21" ad panel	each	\$ 300.00	1-Jul-22	\$ 315.00	\$ 315.00	27-Feb-24	\$ 330.75
Transit	Advertising	Exterior Tail panels, back of bus - 52 weeks (@ 44 weeks cost)	69.75" x 21" ad panel	each	\$ 3,300.00	1-Jul-22	\$ 3,465.00	\$ 3,465.00	27-Feb-24	\$ 3,638.25
Transit	Advertising	Interior panel - 4 weeks	11"x21" ad panel	each	\$ 35.00	1-Jul-22	\$ 36.80	\$ 40.00	27-Feb-24	\$ 42.00
Transit	Advertising	Interior panel - 52 weeks (@ 44 weeks cost)	11"x21" ad panel	each	\$ 385.00	1-Jul-22	\$ 404.30	\$ 440.00	27-Feb-24	\$ 462.00
Transit	Advertising	Shelters - 4 weeks	47 1/4" x 68 1/2" ad panel	each	\$ 420.00	1-Jul-22	\$ 441.00	\$ 445.00	27-Feb-24	\$ 467.25
Transit	Advertising	Shelters - 52 weeks (@ 44 weeks cost)	47 1/4" x 68 1/2" ad panel	each	\$ 4,620.00	1-Jul-22	\$ 4,851.00	\$ 4,898.00	27-Feb-24	\$ 5,142.90
Transit	Advertising	Vinyl application bus wrap: Full Bus Wrap (1st Year) - 52 weeks	Full Bus Wrap, fewer areas required clear for safety	each	\$ 8,500.00	1-Jul-22	\$ 8,925.00	\$ 8,930.00	27-Feb-24	\$ 9,376.50
Transit	Advertising	Vinyl application bus wrap: Full Bus Wrap (1st Year) - 52 weeks, Late cancellation, non-renewal, monthly fee (10%)	Full Bus Wrap, fewer areas required clear for safety	each	\$ 850.00	1-Jul-22	\$ 892.50	\$ 893.00	27-Feb-24	\$ 937.65
Transit	Advertising	Vinyl application bus wrap: Full Bus Wrap (Renewal) - 52 weeks	Full Bus Wrap, fewer areas required clear for safety	each	\$ 6,000.00	1-Jul-22	\$ 6,300.00	\$ 6,300.00	27-Feb-24	\$ 6,615.00
Transit	Advertising	Vinyl application bus wrap: Full Bus Wrap (Renewal) - 52 weeks	Full Bus Wrap, fewer areas required clear for safety	each	\$ 600.00	1-Jul-22	\$ 630.00	\$ 630.00	27-Feb-24	\$ 661.50
Transit	Advertising	Vinyl application bus wrap: One half of the Bus - 52 weeks	One side of the bus fewer areas required clear for safety	each	\$ 5,100.00	1-Jul-22	\$ 5,355.00	\$ 5,360.00	27-Feb-24	\$ 5,628.00
Transit	Advertising	Vinyl application bus wrap: One half of the bus, Late cancellation, non-renewal, monthly fee (10%)	One side of the bus fewer areas required clear for safety	each	\$ 510.00	1-Jul-22	\$ 535.50	\$ 536.00	27-Feb-24	\$ 562.80
Transit	Advertising	Vinyl application bus wrap: One third of the bus - 52 weeks	Top Runner, One Panel or Lower portion	each	\$ 3,400.00	1-Jul-22	\$ 3,570.00	\$ 3,570.00	27-Feb-24	\$ 3,748.50
Transit	Advertising	Vinyl application bus wrap: One third of the bus, Late cancellation, non-renewal, monthly fee (10%)	Top Runner, One Panel or Lower portion	each	\$ 340.00	1-Jul-22	\$ 357.00	\$ 357.00	27-Feb-24	\$ 374.85

**City of Whitehorse
Fees and Charges Manual**

**Bylaw 2014-36 Appendix A
Schedule 12 (Waste Management)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2023-05	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NOTES	NEW FEE IF GST APPLICABLE
Waste	Curbside Collection	Eligible premises - 1 set garbage & organics carts, alternating weekly collection	Additional cart sets charged per set at the monthly rate	per set/month	\$ 14.23	1-Apr-23	no gst	\$ 14.80	1-Jan-24	NOTE 1	no gst
Waste	Curbside Collection	Eligible premises - 2 Carts at current eligible premises rate + \$2.00 admin fee		unit/month	\$ 30.46	1-Apr-23	no gst		REMOVE FEE		
Waste	Commercial Organics Collection	1 cart - weekly collection		per cart/month	\$ 37.10	1-Apr-23	no gst	\$ 38.00	1-Jan-24	NOTE 1	no gst
Waste	Commercial Organics Collection	Additional cart - weekly collection		per cart/month	\$ 31.80	1-Apr-23	no gst	\$ 34.00	1-Jan-24	NOTE 1	no gst
Waste	Commercial Organics Collection	Large volume - 2 yard bin - weekly collection		per bin/month	\$ 265.00	1-Apr-23	no gst	\$ 275.00	1-Jan-24	NOTE 1	no gst
Waste	Commercial Organics Collection	Large volume - 3 yard bin - weekly collection		per bin/month	\$ 297.00	1-Apr-23	no gst	\$ 310.00	1-Jan-24	NOTE 1	no gst
Waste	Commercial Organics Collection	Hold in Service - Bin Removal and Replacement		each	\$ 300.00	1-Jul-18	no gst	\$ 300.00	1-Jul-18		no gst
Waste	Commercial Organics Collection	Hold in Service - Cart Removal and Replacement		each	\$ 200.00	1-Jul-18	no gst	\$ 200.00	1-Jul-18		no gst
Waste	Commercial Organics Collection	Hold in Service - Freeze and Reactivate Billing		per site	\$ 50.00	1-Jul-18	no gst	\$ 50.00	1-Jul-18		no gst
Waste	Organic Waste	Organic waste - sorted large load - to be weighed	Food waste, food-soiled paper, leaf and yard waste, certified compostable containers	per tonne	\$ 60.00	1-Apr-23	no gst	\$ 70.00	1-Apr-24	NOTE 1	no gst
Waste	Organic Waste	Organic waste - small load (Max 2m x2.5m x0.6m)	Food waste, food-soiled paper, leaf and yard waste, certified compostable containers	per load	\$ 5.75	1-Apr-23	no gst	\$ 6.00	1-Apr-24	NOTE 1	no gst
Waste	Organic Waste	Organic waste- up to 3 compostable bags not more than 20kg each	Food waste, food-soiled paper, leaf and yard waste	up to 3 bags	\$ 3.50	1-Apr-23	no gst	\$ 3.50	1-Apr-23		no gst
Waste	Organic Waste	Woodchips & Sawdust	Clean woodchips and sawdust from untreated wood - no gravel	no charge	\$ -	1-Jun-15	no gst	\$ -	1-Jun-15		no gst
Waste	Weighed Load	Minimum weighed load fee		each	\$ 35.00	1-May-13	no gst	\$ 35.00	1-May-13		no gst
Waste	Controlled Waste	Animal carcasses-small	Cats, dogs, other household pets	each	\$ 8.00	1-Apr-23	no gst	\$ 8.00	1-Apr-23		no gst
Waste	Controlled Waste	Animal carcasses-large	Pigs, horses, bears, deer, moose, hides, road kills etc.	each	\$ 29.00	1-Apr-23	no gst	\$ 29.00	1-Apr-23		no gst
Waste	Controlled Waste	Appliances & white goods	Dishwashers, stoves, washing machines, dryers, and white goods with certification that refrigerant (Freon) removed	each	\$ 17.25	1-Apr-23	no gst	\$ 20.00	1-Apr-24	NOTE 1	no gst
Waste	Controlled Waste	Appliances & white goods (containing refrigerant)	Refrigerators, freezers, air conditioners, and other appliances with refrigerant (Freon)	each	\$ 46.00	1-Apr-23	no gst	\$ 50.00	1-Apr-24	NOTE 1	no gst
Waste	Controlled Waste	Asbestos Load Fee: In-addition to materials containing asbestos charge	Must notify Waste Management Facility in advance prior to disposal	per load	\$ 184.00	1-Apr-23	no gst	\$ 184.00	1-Apr-23		no gst
Waste	Controlled Waste	Materials containing asbestos	Must notify Waste Management Facility in advance prior to disposal	per tonne	\$ 230.00	1-Apr-23	no gst	\$ 240.00	1-Apr-24	NOTE 1	no gst
Waste	Controlled Waste	Materials containing asbestos from outside City boundaries	Must notify Waste Management Facility in advance prior to disposal	per tonne	\$ 402.50	1-Apr-23	no gst	\$ 420.00	1-Apr-24	NOTE 1	no gst
Waste	Controlled Waste	Bulky items	Couches, Recliners, wooden furniture, wooden fences, etc.	Per Item	\$ 11.50	1-Apr-23	no gst	\$ 13.00	1-Apr-24	NOTE 1	no gst
Waste	Controlled Waste	Boxsprings, mattresses		Per Item	\$ 17.25	1-Apr-23	no gst	\$ 20.00	1-Apr-24	NOTE 1	no gst
Waste	Controlled Waste	Clean wood & brushing - pickup load	Sorted, untreated, unpainted, unglued, uncontaminated brush or dimensional lumber, unpainted pallets	per load	\$ 27.00	1-Apr-23	no gst	\$ 27.00	1-Apr-23		no gst
Waste	Controlled Waste	Clean wood & brushing - sorted large load - to be weighed	Untreated, unpainted, unglued, uncontaminated brush or dimensional lumber, unpainted pallets	per tonne	\$ 60.00	1-Apr-23	no gst	\$ 70.00	1-Apr-24	NOTE 1	no gst
Waste	Controlled Waste	Concrete - sorted large load - to be weighed	Concrete, bricks, masonry	per tonne	\$ 133.50	1-Apr-23	no gst	\$ 143.00	1-Apr-24	NOTE 1	no gst
Waste	Controlled Waste	Construction & demolition waste - pickup load	Cupboards, countertops, carpet, fixtures, gypsum, siding, insulation, treated, painted, glued or stained wood and other construction materials	per load	\$ 29.00	1-Apr-23	no gst	\$ 31.00	1-Apr-24	NOTE 1	no gst
Waste	Controlled Waste	Construction & demolition waste - sorted large load - to be weighed	Cupboards, countertops, carpet, fixtures, gypsum, siding, insulation, treated, painted, glued or stained wood and other construction materials	per tonne	\$ 133.50	1-Apr-23	no gst	\$ 143.00	1-Apr-24	NOTE 1	no gst
Waste	Controlled Waste	Clean Fill	Soil with analytical test results showing acceptable contamination levels	no charge	\$ -	30-May-12	no gst	\$ -	30-May-12		no gst
Waste	Controlled Waste	Designated municipal historic resource		no charge	\$ -	28-Jun-99	no gst	\$ -	28-Jun-99		no gst
Waste	Controlled Waste	Grubbing material	Grubbing material including roots, stumps, embedded logs and branches & bushes greater than 1.5 cm in diameter	per tonne	\$ 79.00	1-Apr-23	no gst	\$ 79.00	1-Apr-23		no gst
Waste	Controlled Waste	Scrap metal - medium load (max 2m x 2.5m x 1.2m)	Clean scrap metal per Schedule "D" of Waste Management Bylaw	per load	\$ 40.00	1-Apr-23	no gst	\$ 40.00	1-Apr-23		no gst

NOTE 1: Effective date adjustment, subsequent to bylaw 1st reading, due to administrative error.

**City of Whitehorse
Fees and Charges Manual**

**Bylaw 2014-36 Appendix A
Schedule 12 (Waste Management)**

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2023-05	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2024-03	NEW EFFECTIVE DATE	NOTES	NEW FEE IF GST APPLICABLE
Waste	Controlled Waste	Scrap metal - sorted large load - to be weighed	Clean scrap metal per Schedule "D" of Waste Management Bylaw	per tonne	\$ 133.50	1-Apr-23	no gst	\$ 143.00	1-Apr-24	NOTE 1	no gst
Waste	Controlled Waste	Tires - off rim with an inner diameter less than 99.06 cm (39 in)	Tires on rims not accepted	no charge	-	1-Apr-23	no gst	-	1-Apr-23		no gst
Waste	Controlled Waste	Tires - off rim with an inner diameter greater than 99.06 cm (39 in)	Tires on rims not accepted	each	\$ 290.00	1-Apr-23	no gst	\$ 290.00	1-Apr-23		no gst
Waste	Residual Waste	Residual waste - up to 5 regular size garbage bags (max 90 L)	No organics, cardboard, clean wood, scrap metal, hazardous waste or e-waste	up to 5 bags	\$ 5.75	1-Apr-23	no gst	\$ 6.00	1-Apr-24	NOTE 1	no gst
Waste	Residual Waste	Residual waste - small load (max 2m x 2.5m x 0.6m)	No organics, cardboard, clean wood, scrap metal, hazardous waste or e-waste	Per Load	\$ 11.50	1-Apr-23	no gst	\$ 12.00	1-Apr-24	NOTE 1	no gst
Waste	Residual Waste	Residual waste - medium load (max 2m x 2.5m x 1.2m)	No organics, cardboard, clean wood, scrap metal, hazardous waste or e-waste	Per Load	\$ 23.00	1-Apr-23	no gst	\$ 24.00	1-Apr-24	NOTE 1	no gst
Waste	Residual Waste	Residual waste - sorted large load - to be weighed	No organics, cardboard, clean wood, scrap metal, hazardous waste or e-waste	per tonne	\$ 123.00	1-Apr-23	no gst	\$ 128.00	1-Apr-24	NOTE 1	no gst
Waste	Residual Waste	Sorted residual waste from outside city boundaries	Only accepted from communities identified on the periphery circuit list as per MOA	per tonne	\$ 330.00	1-Apr-23	no gst	\$ 343.00	1-Apr-24	NOTE 1	no gst
Waste	Residual Waste	Volume equivalent for properly sorted residual or C&D waste		cubic metre	\$ 16.00	14-Apr-20	no gst	\$ 16.00	14-Apr-20		no gst
Waste	Mixed Waste	Soil mixed with other controlled or banned waste		per tonne	\$ 300.00	1-Aug-22	no gst	\$ 315.00	1-Apr-24	NOTE 1	no gst
Waste	Mixed Waste	Unsorted large load - to be weighed	Loads containing controlled waste or banned landfill waste that exceeds 10% of the total load	per tonne	\$ 300.00	1-Aug-22	no gst	\$ 315.00	1-Apr-24	NOTE 1	no gst
Waste	Mixed waste	Unsorted residual waste from outside city boundaries	Only accepted from communities identified on the periphery circuit list as per MOA	per tonne	\$ 450.00	1-Jan-21	no gst	\$ 468.00	1-Apr-24	NOTE 1	no gst
Waste	Mixed waste	Unsorted additional item fee - load contains white goods, electronic waste, hazardous waste or tires		per item	\$ 50.00	14-Apr-20	no gst	\$ 50.00	14-Apr-20		no gst
Waste	Mixed waste	Volume equivalent for unsorted residual or construction & demolition waste		cubic metre	\$ 50.00	1-Apr-18	no gst	\$ 50.00	1-Apr-18		no gst
Waste	Other	Clean-up of waste not disposed of properly or spilled on street or lane		each	actual	22-Jun-98	no gst	actual	22-Jun-98		no gst
Waste	Other	Load inspection fee		per inspection	\$ 100.00	1-Jan-10	no gst	\$ 100.00	1-Jan-10		no gst
Waste	Other	Removal of condemned waste receptacle		each	actual	28-Jun-99	no gst	actual	28-Jun-99		no gst
Waste	Other	Removal of waste receptacle on street other than collection day		each	actual	28-Jun-99	no gst	actual	28-Jun-99		no gst
Waste	Other	Testing weigh scale for accuracy		each	actual	28-Jun-99	no gst	actual	28-Jun-99		no gst
Waste	Other	Unsecured Load		each	\$ 250.00	23-Feb-09	no gst	\$ 250.00	23-Feb-09		no gst
Waste	Compost Sale	1-9 cubic yard bulk blended sand/compost		cubic yard	\$ 50.00	1-Apr-23	no gst	\$ 50.00	1-Apr-23		no gst
Waste	Compost Sale	10+ cubic yard bulk blended sand/compost		cubic yard	\$ 35.00	1-Apr-23	no gst	\$ 35.00	1-Apr-23		no gst
Waste	Compost Sale	1-9 cubic yard bulk compost		cubic yard	\$ 50.00	1-Apr-23	no gst	\$ 50.00	1-Apr-23		no gst
Waste	Compost Sale	10 + cubic yard bulk compost		cubic yard	\$ 35.00	1-Apr-23	no gst	\$ 35.00	1-Apr-23		no gst
Waste	Compost Sale	Bagged Compost		20L bag	\$ 6.00	1-Apr-23	no gst	\$ 6.00	1-Apr-23		no gst
Waste	Compost carts	Ability to purchase additional household carts		each	\$ 200.00	1-Jan-10	\$ 210.00	\$ 200.00	1-Jan-10		\$ 210.00
Waste	Restricted Waste	Evaluation of restricted / over-strength waste		each	actual	8-Mar-99	actual	actual	8-Mar-99		actual
Waste	Restricted Waste	Overstrength oil and grease, B.O.D. and T.S.S. surcharge		per Kg	\$ 0.20	8-Mar-99	\$ 0.20	\$ 0.20	8-Mar-99		\$ 0.20

NOTE 1: Effective date adjustment, subsequent to bylaw 1st reading, due to administrative error.

CITY OF WHITEHORSE

BYLAW 2024-07

A bylaw to authorize a lease agreement with Physio Plus with respect to the lease of premises at the Canada Games Centre.

WHEREAS Section 265 of the *Municipal Act* (2002) provides that Council may pass bylaws for municipal purposes respecting the municipality's leasing of any real or personal property; and

WHEREAS Council deems it desirable to enter into an agreement with Physio Plus for the lease of space within the Canada Games Centre for an 18-month period from April 19, 2024 to and including October 31, 2025;

NOW THEREFORE the Council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. The City of Whitehorse is hereby authorized to enter into an eighteen (18) month lease agreement with Physio Plus with respect Lot 1174, Quad 105D/11, Plan 2000-0056, Whitehorse, Yukon, comprising approximately 4,235 square feet in area, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The Mayor and Corporate Services are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix "B" and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

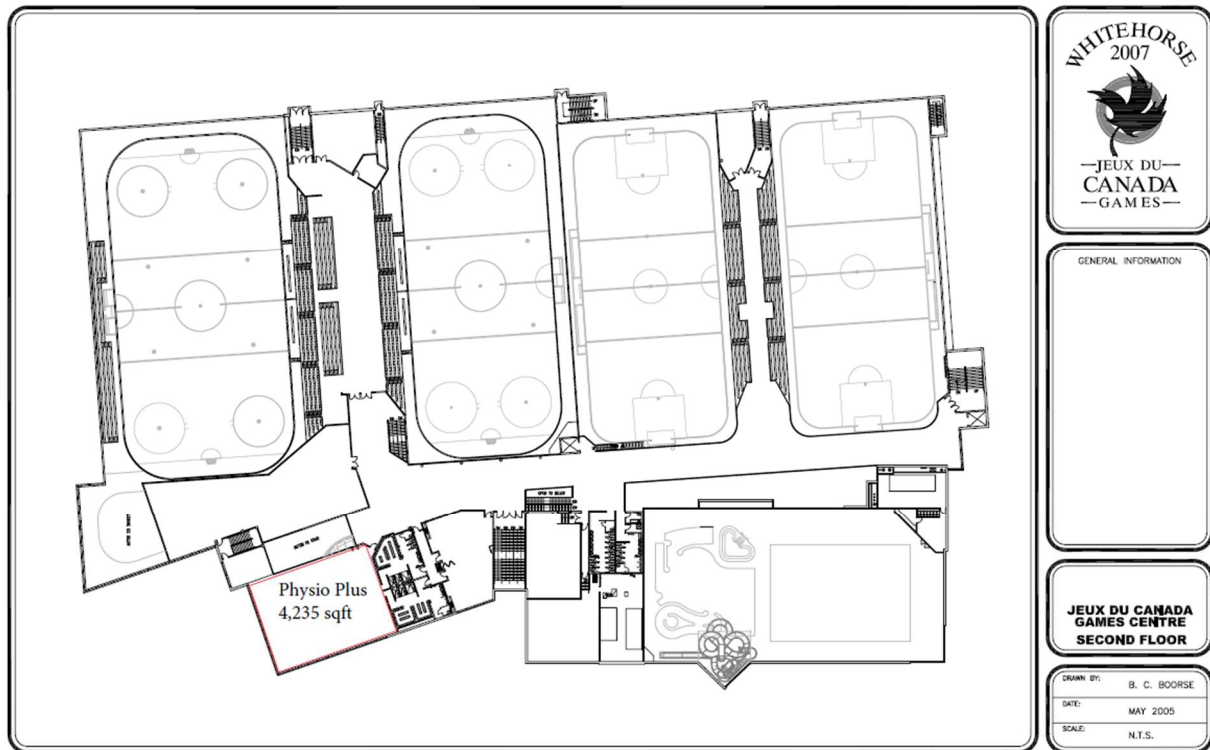
FIRST and SECOND READING: February 12, 2024

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Corporate Services

**APPENDIX A
OUTLINE OF LEASED PREMISES**



DRAFT

Dated

«date»

**THE CITY OF WHITEHORSE, a municipality duly incorporated
pursuant to the provisions of the *Municipal Act***

(the “LANDLORD”)

and

15878 YUKON INC.

(the “TENANT”)

LEASE AGREEMENT

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SCHEDULE A	OUTLINE OF LEASED PREMISES
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SCHEDULE G	CERTIFICATE OF ACKNOWLEDGEMENT BY OFFICER OF CORPORATION

THIS INDENTURE made this ___ day of _____, 202_.

BETWEEN:

THE CITY OF WHITEHORSE

(the “**Landlord**”)

and

15878 YUKON INC.

(the “**Tenant**”)

WHEREAS the Landlord has agreed to lease to the Tenant and the Tenant has agreed to lease from the Landlord the “**Leased Premises**” forming part of the Facility.

In consideration of the Rents, covenants and agreements hereinafter contained and by the parties to be respectively paid, observed and performed, the parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions

In this Lease:

- (a) “**Additional Covenants**” means those covenants, if any, set forth in Schedule D hereof;
- (b) “**Business Hours**” means such hours and days as may be designated by the Landlord, acting reasonably;
- (c) “**Commencement Date**” means that date specified in Schedule D hereof;
- (d) “**Common Areas**” means those areas, facilities, utilities, improvements, equipment and installations in or adjacent to the Facility which serve or are for the benefit of the Facility and which from time to time, are not designated or intended by the Landlord to be Leased to tenants of the Facility and shall include without limitation, all areas, facilities, utilities, improvements, equipment and installations provided or designated (and which may be changed from time to time) by the Landlord for the use or benefit of the tenants, their employees, customers and other invitees in common with others entitled to the use or benefit thereof in the manner and for the purposes permitted by this Lease, and shall also include all exterior walls and roofs, but excluding all areas used in the computation of the Rentable Floor Area of the Facility. For greater certainty, the Common Areas are outlined in red in the attached Schedule A.1 hereto and comprise an area of 28,524 square feet;
- (e) “**Common Area Maintenance**” means electricity, propane, heating fuel, janitorial services and supplies, snow removal, water, sewer, and garbage removal costs.
- (f) “**Facility**” means the building and improvements located on the Land and known as Canada Games Centre and such additions, deletions, alterations, and improvements as may be made thereto from time to time by the Landlord;

- (g) **"Fiscal Year"** means a period of twelve (12) calendar months, which shall be a calendar year unless the Landlord shall have from time to time selected a Fiscal Year which is not a calendar year and shall have notified the Tenant accordingly;
- (h) **"Hazardous Substances"** means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
 - (i) radioactive materials,
 - (ii) explosives,
 - (iii) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant,
 - (iv) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
 - (A) endangers the health, safety or welfare of persons or the health of animal life,
 - (B) interferes with normal enjoyment of life or property, or
 - (C) causes damage to plant life or to property,
 - (v) toxic substances including, without restriction, urea formaldehyde foam insulation, asbestos and poly-chlorinated biphenyls, and
 - (vi) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Landlord, the Tenant or the Lands;
- (i) **"HVAC"** means the heating, ventilating and air conditioning system serving the Leased Premises;
- (j) **"Land"** means the lands described in Schedule B;
- (k) **"Landlord"** includes the Landlord, its successors and assigns and those in law for whom it is responsible;
- (l) **"Landlord's Architect"** means that architect or engineer from time to time appointed by the Landlord;
- (m) **"Lease"** means this Lease as from time to time amended in writing and agreed to by all parties hereto;
- (n) **"Leased Premises"** means that portion of the Facility Leased to the Tenant as referred to in Section 2.1 hereof the area of which is shown in Schedule A annexed hereto, and which is described in Schedule D hereof. If the Leased Premises are entirely self-enclosed, the boundaries of the Leased Premises extend from the top surface of the structural subfloor to the bottom surface of the structural ceiling. If the Leased Premises have no ceiling abutting the demising walls, but rather are open to the ceiling of the Facility, the boundaries of the Leased Premises extend from the top surface of the structural subfloor to the height of the demising walls. The boundaries shown on Schedule A include the exterior faces of

all adjoining walls, corridor walls and outside walls and shall extend to the center of all demising walls;

- (o) **"Lease Year"** means a period of twelve (12) consecutive calendar months. The first Lease Year shall commence on the Term Commencement Date if that date occurs on the first day of a calendar month, but if it does not so occur, the first Lease Year shall commence on the first day of the calendar month next following the date of commencement of the Term. Each succeeding Lease Year shall commence on the anniversary date of the first day of the first Lease Year;
- (p) **"Proportionate Share"** shall be the proportion which the Rentable Floor Area of the Leased Premises bears to the Total Area of the Facility, including the Leased Premises;
- (q) **"Rent"** means all amounts due hereunder from the Tenant including, without limitation, Minimum Rent specified in Schedule D attached hereto, and Additional Rent;
- (r) **"Rentable Floor Area"** means the floor area of the Leased Premises or the Facility, as the case may be, as stipulated by the Landlord, subject to adjustment as to final area, as determined by the Landlord's Architect, provided that any of Rentable Floor Area shall be based upon the standard method for measuring floor area in projects such as the Facility as sanctioned by the Building Owners' and Managers' Association International (BOMA);
- (s) **[intentionally deleted.]**
- (t) **"Stipulated Rate of Interest"** means the prime rate of interest charged from time to time by the Landlord's chartered bank at its head office to its most preferred commercial borrowers, plus five percent (5%) per annum, calculated and compounded monthly;
- (u) **"Term"** means the Term of this Lease as specified in Schedule D hereof to commence on the Term Commencement Date; and
- (v) **"Total Area of the Facility"** means the floor area of the Facility, which is comprised of 210,000 square feet.

1.2 Schedules

The Schedules to this Lease are a part of this document and consist of:

Schedule A	Outline of Leased Premises
Schedule A.1	Common Areas
Schedule B	Description of Lands
Schedule C	Rules and Regulations (Section 7.7)
Schedule D	Lease Specifics and Additional Covenants
Schedule E	Tenant's Work
Schedule F	Landlord's Work
Schedule G	Certificate of Acknowledgement by Officer of Corporation

ARTICLE 2 DEMISE

2.1 Dismiss

The Landlord hereby Leases to the Tenant and the Tenant hereby Leases from the Landlord the Leased Premises for the Term and upon and subject to the covenants, conditions and agreements herein expressed.

ARTICLE 3 HABENDUM

3.1 Term

The Tenant shall have and hold the Leased Premises for and during the Term, subject to any renewal option set forth in Schedule D hereof.

3.2 Holding Over

If at the expiration of the Term or the earlier termination of the Lease the Tenant shall remain in possession of the Leased Premises with or without the consent of the Landlord and without any further written agreement, the Tenant shall be a tenant from month to month and no other tenancy shall be created by implication of law or otherwise. If the Tenant is in possession of the Leased Premises with the consent of the Landlord, the Tenant covenants to pay monthly, in advance, the monthly installment of Rent in effect on the day immediately preceding the date of termination. If the Tenant is in possession of the Leased Premises without the consent of the Landlord, the Tenant covenants to pay monthly, in advance, the twice monthly installment of Rent in effect on the day immediately preceding the date of termination. The Tenant further covenants to otherwise remain subject to the same terms and conditions as herein contained, (except any provision for renewal) and nothing, including the acceptance of any Rent by the Landlord, shall extend this Lease except through a specific agreement in writing between the Landlord and the Tenant. The Tenant hereby authorizes the Landlord to apply any monies received from the Tenant in payment of the Rent.

ARTICLE 4 RENT

4.1 Minimum Rent

The Tenant shall pay to the Landlord the Minimum Rent, without any deduction, abatement, set-off or diminution whatsoever in equal consecutive monthly installments, in advance punctually on the first day of each month throughout the Term, (except for the first payment of Minimum Rent which shall be paid on the Commencement Date and adjusted on a per diem basis to reflect any occupancy for a part month). The parties acknowledge that this Lease constitutes a "**Gross Lease**".

4.2 Accrual of Rent

Rent shall be considered as accruing from day to day hereunder and where it is necessary to calculate such Rent for an irregular period of less than one year or less than one calendar month, an appropriate apportionment and adjustment shall be made.

4.3 Place of Rent Payment

All Rent hereunder shall be payable in lawful money of Canada and shall be paid to the Landlord or to that party as the Landlord may direct from time to time. Where the calculation of Rent cannot be made until after the termination of this Lease, the obligation of the Tenant to pay this Rent shall survive the termination hereof and such amount shall be payable by the Tenant upon demand by the Landlord.

4.4 [Intentionally deleted.]

4.5 [Intentionally deleted.]

4.6 Method of Payment

The Tenant shall, on or before the commencement of the Term, as set forth in Schedule D hereof, and each Rental Year thereafter, provide the Landlord with postdated cheques from January 1st to August 31st and from September 1st to December 31st to coincide with the Tenant's year end.

4.7 Additional Rent and Charges

The parties acknowledge that the Lease shall constitute a Gross Lease. The cost of water, HVAC, electricity and other utility costs provided to or consumed in respect of the Leased Premises and the Tenant's Proportionate Share of property taxes, utilities, and common area maintenance relating to Common Areas of the Facility shall be included in the Minimum Rent. The Tenant shall, however, pay the following as Additional Rent:

- (a) where applicable, all business, and goods and services taxes and similar rates levied or assessed against the Leased Premises and the Tenant's business; and
- (b) its Proportionate Share of reasonable increases in common area maintenance, utilities and taxes over the costs in Year 1 (if any).

Year 1 of the Lease will form the basis for Gross Year Rent. In subsequent years, the Tenant will pay its Proportionate Share of reasonable increases in Common Area Maintenance, utilities and property taxes over the costs in Year 1 (if any). The Tenant's Proportionate Share shall be the proportion which the rentable area of the Lease Premises bears to the total area of the Facility including the Leased Premises.

Common Area Maintenance Costs for 2024 of the Leased Premises is \$5,890 which has been derived as follows:

The actual costs for the common area (electricity, propane, heating fuel, janitorial, snow removal, water, sewer, garbage and janitorial supplies) is \$2,168,174.17 divided by the total square foot area of the Facility (210,000 sq. ft.) amounts to \$10.33 per square foot. \$10.33 times the common area (concourse and washrooms) of the Facility (28,524 sq. ft.) is \$294,500. The total square foot area of the Leased Premises, at 4235 square feet, divided by the total square foot area of the Facility (210,000 sq. ft.) is 2%. The base year cost to maintain the common area of \$294,500 times 0.02 is \$5,890.

The Landlord agrees that the tenant's proportionate share of annual increases in common area maintenance, utilities and taxes will not exceed five (5%) per cent per annum above the Base Year costs. In the event there is a decrease in common area maintenance, the Tenant will be reimbursed its Proportionate Share of the decrease.

Maintenance of the following areas in the Facility will not form part of the Facility common area maintenance and costs for these areas will be borne by the Landlord solely:

"Swimming pool, ice rinks, Fieldhouse, Flexihall, play area, track or health and wellness area"

ARTICLE 5 GENERAL COVENANTS

5.1 Landlord's General Covenants

The Landlord covenants with the Tenant:

- (a) for quiet enjoyment; and

- (b) to observe and perform all the covenants and obligations of the Landlord herein.

5.2 Tenant's General Covenants

The Tenant covenants with the Landlord:

- (a) to pay Rent; and
- (b) to observe and perform all the covenants and obligations of the Tenant herein.

5.3 Annual Meetings

The Landlord and Tenant agree to meet on an annual basis at the Landlord's offices, or such other location as may be mutually agreed upon, for the purpose of reviewing Facility operations, the Tenant's conduct of business from the Leased Premises and the provision of services to the customers and invitees of the Facility for the purpose of optimizing operations and services. The meeting may include the Landlord's Manager of Parks and Recreation and the Facility Supervisor, Canada Games Centre and the Tenant's Operations Manager and On-site Manager.

ARTICLE 6 COMMON AREA UTILITIES AND EXPENSES

6.1 Heating, Ventilating and Air-Conditioning

The Landlord covenants that it will operate as reasonably necessary during Business Hours, the HVAC serving the Leased Premises. In the event that the HVAC is damaged or destroyed and in the opinion of the Landlord requires repair, inspection, overhauling or replacement, the Landlord shall carry out this work with all reasonable speed. The Landlord shall not be responsible for the failure of the HVAC to perform its function if such failure results from any arrangement of partitioning in the Leased Premises or changes or alterations thereto, or the failure on the part of the Tenant to shade windows which are exposed to the sun, or from any use of electrical power by the Tenant in excess of three (3) watts per square foot of Rentable Floor Area. The Landlord shall not be liable for direct, indirect or consequential damage or damage for personal discomfort or illness of the Tenant, or its clerks, servants, employees, invitees, clients, customers or other persons or damage to the Tenant's property by reason of the operation or non-operation of the HVAC, nor shall the Rent abate during any such non-operation. The Tenant's interior layout, submitted to the Landlord for approval pursuant to Section 7.5 shall be modified by the Tenant if necessary, in accordance with the reasonable requirements of the Landlord's engineers in order to secure maximum efficiency of the HVAC serving the Leased Premises. The Tenant covenants to keep all vents serving the HVAC within the Leased Premises free and clear of all obstructions and objects. The Tenant acknowledges that it may take up to one (1) year from the Commencement Date to properly balance the HVAC.

6.2 Common Areas

- (a) Subject to the rules and regulations hereinafter mentioned, the Landlord covenants to allow the Tenant, in common with other tenants of the Facility, and its or their agents, clerks, servants, employees, invitees, clients, and all other persons seeking communication with it or them, the free use during Business Hours of the Common Areas. The Landlord covenants to maintain, clean, and light the Common Areas. It is agreed that the Tenant and all other persons hereby permitted to use such Common Areas shall do so at their sole risk and under no circumstance shall the Landlord be liable for any damages or injury resulting to any persons or property within such Common Areas, or occasioned to any person or property by the use of the elevators or any of the appurtenances of the Facility.
- (b) The Common Areas shall at all times be subject to the exclusive control and management of the Landlord.

- (c) The Tenant's staff and clients will have the right to access the Health and Wellness Area, swimming pool, track, locker rooms, and washroom areas of the Facility for the purposes of physical rehabilitation, assessment and treatment. Provided the Tenant has purchased annual passes to the Facility, in a quantity sufficient for each client accessing the Facility, the client will not be required to pay daily access charges while undergoing such rehabilitation, assessment and treatment. The Landlord agrees that each pass purchased can be used by an unlimited number of the Tenant's clients. The Tenant agrees that each pass may only be used by one client at any given time.

6.3 Caretaking

All cleaning and caretaking of the Leased Premises shall be carried out by the Tenant at its expense. The Tenant shall keep the Leased Premises in a clean and wholesome condition to such reasonable standards as the Landlord may from time to time determine, provided that the Tenant shall at the end of each business day leave the Leased Premises in a reasonably tidy condition. The Tenant will not allow refuse, garbage or other loose or objectionable matter to accumulate in or about the Leased Premises and will at all times comply with local health codes and regulations and any rules and regulations of the Landlord that may be in effect from time to time. The Tenant shall be responsible for the removal and transport of all garbage and recyclables to the containers for same designated by the Landlord at the Tenant's sole cost and using the Tenant's own equipment.

ARTICLE 7 USE AND OCCUPANCY OF LEASED PREMISES

7.1 Use of Leased Premises

The Leased Premises shall be used continuously during the Term for purposes relating to the Tenant's business, as described in Schedule D hereof, and for no other use or purpose whatsoever. The Tenant shall not carry on nor permit to be carried on in the Leased Premises any other trade or business without the prior written consent of the Landlord, which consent may be unreasonably withheld. The Tenant shall carry on business under the trade name as described in Schedule D hereof, and under no other name whatsoever without the prior written consent of the Landlord, which consent may be unreasonably withheld.

The Tenant acknowledges that it is not entitled to use the Landlord's name and logo or the Facility's name and logo for any purpose other than describing the location of the Leased Premises without the prior written consent of the Landlord, which consent may be unreasonably withheld.

7.2 Occupancy of Leased Premises

The Landlord shall provide, and the Tenant shall accept, the Leased Premises in an "as-is, where-is" condition. The Tenant shall examine the Leased Premises and the Tenant's taking of possession shall be conclusive proof that at the time thereof, the Leased Premises were in good order and in a condition satisfactory to the Tenant.

7.3 Nuisance

The Tenant shall not carry on any business nor do or suffer any act or thing which in the opinion of the Landlord constitutes a nuisance or would result in a nuisance, or which would be offensive or an annoyance to the Landlord or to the other tenants occupying the Facility, nor do or suffer any waste or damage, disfiguration or injury to the Leased Premises, nor permit or suffer any overloading of the floors, or permit the sale and/or display of goods outside the Leased Premises other than as may previously have been approved in writing by the Landlord. In particular, and without restricting the generality of the foregoing, the Landlord may require the Tenant to discontinue the sale of any food or beverage item due to operational concerns (such as safety, maintenance or liability) of the Landlord.

7.4 Compliance with Laws

- (a) The Tenant will promptly comply with and conform to the requirements of every applicable law, by-law, regulation, ordinance and order at any time or from time to time in force during the Term affecting the Leased Premises or the machinery, equipment and other facilities located in the Leased Premises. The Tenant will not use the Leased Premises in any way, whether within the use hereinbefore permitted or not, which would or may impose upon the Landlord any obligation to modify, extend, alter or replace any part of the Leased Premises nor any of the machinery, equipment or other facilities located in the Leased Premises, except where previously agreed to by the Landlord in writing.
- (b) The Landlord will promptly comply with and conform to all applicable statutes, laws, by-laws, regulations, ordinances and orders at any time or from time to time in force during the Term affecting the Facility.

7.5 Improvements. Alterations, Fixtures

- (a) The Tenant will not, without the prior written consent of the Landlord, make, erect or install any partition (including moveable partitions), Leasehold improvement, alteration, or fixture (including trade fixtures) in or about the Leased Premises. If the Tenant desires to make, erect or install any such partition, Leasehold improvement, alteration or fixture, the Tenant shall, at the time of its application for the Landlord's consent, inform the Landlord and furnish plans and specifications of the necessary work and if the Landlord shall consent to such work being done, the Landlord shall have the right to require security from the Tenant to assure payment of all contractors and tradespeople as well as to supervise the work and approve the contractors and tradespeople employed by the Tenant. The Tenant shall pay as Rent, within five (5) days after the receipt of the Landlord's invoice, the Landlord's reasonable cost of examining, approving and supervising the Tenant's plans, specifications, contractors and work. In the event any alteration, addition, improvement or installation has been made without the written consent of the Landlord, the Landlord may require the Tenant to restore the Leased Premises to such an extent as the Landlord deems expedient.
- (b) Upon the expiration or other termination of this Lease, all alterations, additions or improvements which may have been made or installed by the Tenant upon the Leased Premises, (whether with or without the Landlord's consent) and which are attached to the floors, walls or ceilings (including carpeting and light fixtures), shall remain upon and be surrendered with the Leased Premises as a part thereof without disturbance, molestation or injury and shall be and become the absolute property of the Landlord.
- (c) Notwithstanding Section 7.5(b), but subject to this Section 7.5(c), and provided the Tenant has paid the Rent and performed and observed all the covenants and conditions herein contained, the Tenant shall, at the expiration or other sooner termination of this Lease, have the right to remove its equipment counter and trade fixtures, but shall make good the damage caused to the Leased Premises and the Facility which may result from such installation and removal.

7.6 Insurance

- (a) The Tenant shall throughout the Term and during any other time the Tenant occupies the Leased Premises or a part thereof, at its sole cost and expense, take out and keep in full force and effect, the following insurance:
 - (i) "all risks" insurance upon property of every kind and description owned by the Tenant, or for which the Tenant is legally liable, or installed by or on behalf of the

Tenant and which is located within the Facility, in an amount not less than the full replacement cost thereof. If there is a dispute as to the amount which comprises full replacement cost, the decision of the Landlord shall be conclusive. This policy shall also contain flood and sewer back-up coverage;

- (ii) any other form of insurance as the Tenant or Landlord may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent tenant under similar circumstances would insure; and
 - (iii) comprehensive general liability insurance with inclusive limits of not less than \$2,000,000.
- (b) Each insurance policy referred to in 7.6(a) shall name the Landlord and any person, firm or corporation designated by the Landlord as additional named insured as their interest may appear and such policies will contain where appropriate:
 - (i) a severability of interests clause or a cross liability clause;
 - (ii) a waiver in favour of the Landlord of any breach of warranty clause such that the insurance policies in question shall not be invalidated with respect to their interest, by reason of any breach or violation of any warranty, representation, declaration or condition contained in the policies; and
 - (iii) a clause stating that the Tenant's insurance policy will be considered as the primary insurance and shall not call into contribution any other insurance that may be available to the Landlord.
- (c) All policies shall be taken out with insurers and shall be in a form acceptable to the Landlord acting reasonably. The Tenant agrees that certificates of insurance acceptable to the Landlord or if required by the Landlord, certified copies of each such insurance policy, will be delivered to the Landlord as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Landlord in writing, of any material change, cancellation or termination of any provision of any policy, not less than thirty (30) days prior to the material change, cancellation or termination thereof.

The acquisition and maintenance by the Tenant of the insurance policies as required pursuant to Section 7.6(a) shall in no manner whatsoever limit or restrict the liability of the Tenant under this Lease.

- (d) The Landlord will take out and keep in full force and effect throughout the Term, with responsible insurance companies and in amounts that would be carried by a prudent owner, the following:
 - (i) "all risks" insurance and where applicable, boiler and machinery insurance, on the real and personal property of the Landlord comprising and incidental to the Facility but specifically excluding any property with respect to which the Tenant and other tenants are obligated to insure pursuant to Section 7.6(a) or similar sections in their respective Leases;
 - (ii) public liability and property damage insurance with respect to the Landlord's operations in the Facility; and
 - (iii) such other forms of insurance as the Landlord may reasonably consider advisable from time to time.

Notwithstanding any contribution by the Tenant to the cost of insurance premiums provided herein, the Tenant acknowledges and agrees that no insurable interest is conferred upon the Tenant under any policies of insurance carried by the Landlord and the Tenant has no right to receive any proceeds of any such insurance policies carried by the Landlord.

- (e) The Tenant agrees that it will not keep nor suffer to be kept anything, or use, sell or offer for sale any article or merchandise in, upon, or about the Leased Premises that may contravene or be prohibited by any of the Landlord's insurance policies with respect to any part of Facility or which will prevent the Landlord from procuring insurance policies with companies acceptable to the Landlord.
- (f) If any insurance policy on the Facility or any part thereof is cancelled or threatened by the insurer to be cancelled or the coverage thereunder reduced or threatened to be reduced by the insurer, by reason of the use or occupancy of the Leased Premises or any part thereof by the Tenant or by any assignee or subtenant of the Tenant, or by anyone permitted by the Tenant to be upon the Leased Premises and if the Tenant fails to remedy the condition giving rise to this cancellation, threatened cancellation, reduction, or threatened reduction of coverage within twenty-four (24) hours after notice thereof by the Landlord, the Landlord may, at its option, and without liability to the Tenant, either:
 - (i) re-enter the Leased Premises forthwith and thereupon the provisions of Article 14 will apply; or
 - (ii) enter the Leased Premises and remedy the condition giving rise to the cancellation or reduction or threatened cancellation or reduction and the Tenant will pay to the Landlord the cost thereof on demand as Rent.

The Tenant agrees that the Landlord will not be liable for damage or injury caused to property of the Tenant or others located on the Leased Premises as a result of the entry or a breach of any covenant for quiet enjoyment contained in this Lease.

- (g) The Tenant will indemnify the Landlord and save it harmless from and against any and all claims, actions, damages (save and except special, consequential or indirect damages), liabilities and expenses including lawyer's (on a solicitor and his own client full indemnity basis) and other professional fees, in connection with loss of life, personal injury, damage to property, and/or any other loss or injury whatsoever arising from or out of the occupancy or use by the Tenant of the Leased Premises or any other part of Facility occasioned wholly or in part by any negligent act or omission of the Tenant, its officers, agents contractors, employees, sublessees, licensees, concessionaires or by anyone permitted by the Tenant to be in the Facility or the Leased Premises. This Section 7.6(g) shall survive the termination of the Lease. In the event that both the Landlord and Tenant have claims to be indemnified under any insurance, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance to the settlement of the claim of the Tenant.

7.7 Rules and Regulations

The Tenant covenants to comply with the rules and regulations annexed hereto and marked Schedule C as amended from time to time, and to cause such rules and regulations to be observed and performed by everyone for whom the Tenant is in law responsible.

7.8 Signs

The Tenant acknowledges that:

- (a) no sign may be affixed to the interior of the Leased Premises visible to the exterior or affixed to the exterior of the Leased Premises or lettering placed upon the glass portions of same or exterior of the Facility without first obtaining the Landlord's prior written consent which consent shall not be unreasonably or arbitrarily withheld. The Landlord will allow the Tenant, at the Tenant's cost, to install a "locational advertising sign" on the main floor and 2nd floor identifying the Tenant's location. The Tenant will also be permitted to install fascia signage above the entrance to the Leased Premises. Location, size, and content of all signage will be agreed upon by the Landlord and Tenant acting reasonably and will be similar to other locational and fascia signage in the Facility;
- (b) the Landlord shall have the right to designate a contractor or contractors which may include the Landlord's employees for the purpose of installation, repair and maintenance of all such signs. All costs with respect to the installation of signage shall form part of the Additional Rent;
- (c) The Tenant has the option to Rent a two (2) sided (illuminated one (1) side) panel on the roadside pylon sign for the Facility measuring approximately 2' x 5' at a monthly rental of ONE HUNDRED TWENTY FIVE (\$125.00) DOLLARS for the Term of the Lease. The Landlord will supply the sign panels and the Tenant shall be responsible for the artwork and graphics, subject to the Landlord's prior consent as to color, graphics and content, such consent not to be unreasonably withheld. The Landlord, at its own expense will be responsible for maintenance and utilities associated with the sign.

7.9 Inflammable or Dangerous Substances

The Tenant represents, covenants and warrants to and in favour of the Landlord that:

- (a) it shall not allow any Hazardous Substance to be placed, held, located or disposed of on, under or at the Leased Premises without the prior written consent of the Landlord which consent may be arbitrarily or unreasonably withheld;
- (b) it shall not allow the Leased Premises to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the disposal and emission of Hazardous Substances;
- (c) to the extent that Hazardous Substances are, with the Landlord's consent, placed, held, located or disposed of on, under or at the Leased Premises in accordance with the Terms hereof, the Tenant shall:
 - (i) comply with, or cause to be complied with, all applicable laws and regulations relating to the use, storage and disposal of the Hazardous Substances,
 - (ii) at the request of the Landlord, provide evidence to the Landlord of compliance with all applicable laws and regulations, such evidence to include inspection reports and such tests as the Landlord may reasonably require, all at the expense of the Tenant;
- (d) without restricting the generality of the foregoing, in the event that gasoline or other storage tanks form a part of the Leased Premises or are placed in or upon the Leased Premises, the Tenant shall:

- (i) maintain and repair such storage tanks in a manner satisfactory to the Landlord; and
- (ii) at the request of the Landlord, assign any warranties or guarantees received from the manufacturer or installer of such storage tanks in favour of the Landlord as additional security.

7.10 Indemnity

The Tenant hereby indemnifies and saves harmless the Landlord and its successors and assigns from and against any and all losses, liabilities, damages, costs and expense of any kind whatsoever including, without limitation:

- (a) the costs of defending, counter-claiming or claiming over against third parties in respect of any action or matter including legal fees, costs and disbursements on a solicitor and his own client basis and at all court levels;
- (b) any cost, liability or damage arising out of a settlement of any action entered into by the Landlord with or without the consent of the Tenant; and
- (c) the costs of repair, clean-up or restoration paid by the Landlord and any fines levied against the Tenant,

which at any time or from time to time may be paid, incurred or asserted against the Landlord, as to a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release, of Hazardous Substances from the Leased Premises either onto any lands (including the Lands), into the atmosphere or into any water. This indemnification shall survive the expiration of the Term of the Lease and the termination of the Lease for whatever cause or any renewal of the Lease.

7.11 Conduct of Business

The Tenant shall throughout the Term and any renewals, continuously, actively and diligently conduct its business in the whole of the Leased Premises.

The Tenant shall conduct its business in the Leased Premises in good faith for a minimum of fifty (50) hours per week except for weeks with statutory holidays. Nothing in this Section shall require the Tenant to carry on its business during any period prohibited by law. The Landlord will provide the Tenant and its patients with access to the Facility and the Leased Premises from 6:00 a.m. to 11:00 p.m. daily, year round, except for statutory holidays. The Landlord will also provide 24 hour access to the Facility and the Leased Premises to a maximum of two Directors from the Tenants Board of Directors. At all other times the Facility will be locked by the Landlord and protected by a building security system and all persons excluded therefrom. Prior approval of the Landlord shall be required for access to the Facility by the Tenant at any time other than Business Hours.

ARTICLE 8 REPAIRS

8.1 Tenant's Repairs

The Tenant covenants to maintain, repair and keep tidy to a first class condition the interior of the Leased Premises, except for reasonable wear and tear, as determined by the Landlord, acting reasonably. The Tenant shall take all preventative measures and obey all operating instructions of the Landlord relative thereto and shall not permit waste. The Tenant shall make all repairs and maintenance (including periodic painting and decoration) to the fixtures, equipment and machinery contained in the Leased Premises with all due diligence.

8.1 Landlord's Repairs

Subject to the foregoing, the Landlord covenants and agrees to operate and maintain the Facility as would a prudent owner having regard to the quality, size and location of the Facility, including without limitation, plate glass (except damage caused by those whom in law the Tenant is responsible), the structure of the Facility, and all plumbing, mechanical, electrical and HVAC Systems in the Facility.

8.2 Maintenance by Tenant

- (a) The Tenant covenants that the Landlord may enter the Leased Premises upon twenty-four (24) hours written notice (except in the event of any emergency, real or apprehended, when no notice shall be necessary) to determine the condition of the Leased Premises. The Tenant will forthwith repair any damage or undertake that maintenance required, as directed by the Landlord. In the event the Tenant fails to make such repair or maintenance, or repair or maintain to the satisfaction of the Landlord, the Landlord on not less than five (5) days' notice to the Tenant or, in the event of an emergency forthwith without notice, may make the repairs or perform the maintenance without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures, or other property or to the Tenant's business. Upon completion thereof the Tenant will pay the Landlord's cost of the repair or maintenance plus twenty percent (20%) for overhead, on demand as Additional Rent. The Tenant agrees that the maintenance or repair by the Landlord pursuant to this Section 8.2 is not a re-entry nor a breach of quiet enjoyment contained in this Lease. The failure by the Landlord to give direction to repair or to maintain shall not relieve the Tenant from its obligation to repair or to maintain.
- (b) Notwithstanding anything contained in this Lease, if any repair, alteration, decoration, addition, maintenance or improvement to the Leased Premises approved by the Landlord affects the structure of the Leased Premises or any part of Facility such work shall be performed only by the Landlord at the Tenant's sole cost and expense.

8.3 Repair Where Tenant is at Fault

If any part of the Facility (other than the Leased Premises) including without limitation, the common loading areas, the HVAC, the water pipes, sprinkler system pipes, drainage pipes, electric lighting or other equipment of the Facility, the roof or exterior walls of the Facility requires repair or becomes damaged or destroyed through the negligence, carelessness or willful act or omission of the Tenant, or those in law for whom it is responsible, the cost of the necessary repairs, replacements or alterations plus twenty percent (20%) of the aggregate costs for overhead will be borne by the Tenant, and the Tenant will pay this amount to the Landlord on demand as Additional Rent.

8.4 Repair on Termination

Upon the expiration of the Term or upon the earlier termination of the Lease, the Tenant covenants to surrender the Leased Premises in substantially the same condition as the Leased Premises were in upon delivery of possession thereof under this Lease except for (i) reasonable wear and tear and (ii) damage to the Leased Premises, which damage caused the termination of this Lease pursuant to Section 8.6 provided however that nothing in this Section 8.4 will restrict or cancel the insurance provisions of this Lease.

8.5 Notice of Accident. Defects, Etc.

The Tenant shall give to the Landlord prompt notice of any accident to or defect in the plumbing, water pipes, HVAC, electrical equipment, conduits or wires or of any damage or injury to the Leased Premises or to any person therein howsoever caused, provided that nothing herein shall be construed so as to require repairs to be made by the Landlord except as expressly provided in this Lease.

8.6 Total or Partial Destruction of Leased Premises

- (a) If the Leased Premises are damaged by a peril against which the Landlord is required to insure under Section 7.6 and are rendered unusable in part, the Landlord at its expense will cause the damage to be repaired and the Rent shall abate proportionately as to the proportion of the Leased Premises rendered unusable, from the date of the damage until the Landlord's Architect certifies that the Leased Premises have been made wholly usable. If by reason of this damage the Leased Premises are rendered wholly unusable, the Landlord may:
 - (i) cause the damage to be repaired at its expense in which event the Rent shall abate entirely provided Rental Insurance is in place from the date of damage until the Landlord's Architect certifies that the Leased Premises has been made wholly usable or,
 - (ii) within sixty (60) days after the damage notify the Tenant in writing that it has elected not to repair or reconstruct the Leased Premises, whereupon this Lease will cease as of the date of the damage and the Rent will be adjusted as of that date.

In no event will the Landlord be liable for damage to or the replacement or repair of Leasehold improvements, fixtures, tenant fixtures, floor coverings, furniture or equipment owned, Leased or in the possession of the Tenant in the Leased Premises or elsewhere in the Facility or for which the Tenant is required to insure pursuant to Section 7.6. If the Landlord rebuilds or restores the Leased Premises, it will not be required to reproduce exactly the Leased Premises. The Tenant, however, shall have the right to terminate the Lease if the rebuilt Premises are substantially different from the current Leased Premises and are not acceptable to the Tenant.

In the event the Leased Premises or the Facility are damaged or destroyed by reason of the willful act, omission to act or negligence of the Tenant or those for whom it is in law responsible, there shall be no abatement of Rent.

- (b) Notwithstanding Section 8.6(a) if twenty-five percent (25%) or more of the Rentable Floor Area of the Facility is damaged or destroyed by any cause, notwithstanding that the Leased Premises may be unaffected, the Landlord may terminate this Lease by giving to the Tenant written notice of the Landlord's election to terminate, which notice will be given within sixty (60) days following the date of the damage or destruction. Rent will be adjusted as of the date of termination.
- (c) After the date upon which the Tenant is notified in writing by the Landlord that the Landlord's work of reconstruction or repair is completed, the Tenant forthwith will complete in accordance with the provisions of Article 8, all additional work required to restore fully the Leased Premises and to enable the Tenant to reopen the Leased Premises for business. The certificate of the Landlord's Architect will bind the parties hereto as to the state of usability of the Leased Premises and as to the date upon which the Landlord's work of reconstruction or repair is completed.
- (d) The Tenant acknowledges the desirability and necessity of the Landlord under law or in prudence, of organizing and coordinating arrangements within the Facility appropriate to maximize safety of all occupants in the event of fire or other potential disaster which may require the evacuation of the Facility. The Tenant undertakes to cooperate and to participate in simulated exercises in respect of the foregoing, arranged from time to time by the Landlord. The Tenant shall indemnify and hold the Landlord harmless from all loss, damage or injury arising from such exercise.

ARTICLE 9 TAXES

9.1 Tenant's Taxes

The Tenant shall pay promptly when due all business, sales, machinery, equipment and all other taxes, assessments, charges, levies and rates, as well as any permit or license fees, attributable to the Leased Premises or the property, business, sales or income of the Tenant in respect of the Leased Premises. Notwithstanding the foregoing, the Landlord shall pay promptly, when due, all property taxes, property assessments and local improvement charges attributed to the Facility including the Leased Premises.

ARTICLE 10 LICENSES, ASSIGNMENTS AND SUBLETTING

10.1 Licenses, Etc.

The Tenant shall not permit all or any part of the Leased Premises to be used or occupied by any person other than the Tenant, any assignees and sub-tenants permitted under Section 10.2, and the employees and invitees of the Tenant or any such permitted assignee or sub-tenant, nor shall the Tenant permit any part of the Leased Premises to be used or occupied by a licensee or concessionaire.

10.2 Consent Required

The Tenant shall not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, nor mortgage by either specific or floating charge or encumber in any way whatsoever this Lease or the Leased Premises or any part thereof, without the prior written consent of the Landlord in each instance, which consent may be unreasonably or arbitrarily withheld. This consent by the Landlord will not constitute a waiver of the necessity for consent to a subsequent assignment, subletting, mortgage or encumbrance. This prohibition against assigning or subletting will be construed to include a prohibition as against assignment or subletting by operation of law. If this Lease is assigned or if the Leased Premises or a part thereof are sublet or occupied by anybody other than the Tenant without consent, the Landlord may collect Rent from the assignee, subtenant or occupant and apply the net amount collected to the Rent herein reserved, but no such assignment, sublease, occupancy or collection will be deemed a waiver of the requirements of this Section 10.2, nor the acceptance of the subtenant or occupant as tenant, nor a release of the Tenant from the further performance by the Tenant of its covenants herein contained. Notwithstanding an assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing the terms, covenants and conditions of this Lease and any breach by any assignee/sublessee of any Term or condition of this Lease or its respective assignment or sublease agreement shall constitute a breach under this Lease and the Landlord shall have all remedies available to it under this Lease. If the Landlord consents to an assignment of this Lease or a subletting of the Leased Premises, the Landlord's standard consent document then in use will be prepared by the Landlord or its solicitors and all the Landlord's costs with respect thereto will be borne by the Tenant.

10.3 Conditions of Consent

If the Tenant receives consent under Section 10.2, the consent will be conditional upon:

- (a) the proposed assignee or subtenant agreeing with the Landlord to assume and perform each of the covenants, obligations and agreements of the Tenant in this Lease,
- (b) the Rent payable by the assignee, subtenant or occupant thereafter not being less than the Rent payable by the Tenant immediately prior to the assignment, sublease or change of control, and

- (c) the proposed assignment or sublease occurring within two (2) months after the receipt by the Landlord of the request by the Tenant for consent.

The Tenant further acknowledges and agrees that the Landlord is entitled, at its sole option, as a condition of granting its consent to an assignment, sublease or change of control to require the Tenant, assignee, sublessee or purchaser to post additional security and/or exercise the Option to Renew set forth in Schedule D hereof, if applicable.

10.4 Share Transfer

For the purposes of this Article 10, any direct or indirect change in the voting control of the Tenant or other transfer of shares in the Tenant shall constitute an assignment of this Lease requiring the consent of Landlord which will not be unreasonably withheld.

ARTICLE 11 FACILITY TITLE

11.1 Subordination

- (a) This Lease is subject and subordinate to any and all present or future mortgages (including any deed of trust and mortgage securing bonds, all indentures supplemental thereto or any other instrument of financing, refinancing or collateral financing) which may now or hereafter affect the Facility and to all renewals, modifications, consolidations, replacements or extensions thereof, provided that the Landlord uses its best efforts to obtain, from the Mortgagee, a non-disturbance agreement in favour of the Tenant. The Tenant agrees to execute, within ten (10) business days of receipt from the Landlord, any certificate or instrument in confirmation of such subordination, any estoppel certificate or other document in connection with the Landlord's financing or refinancing as the Landlord may request and will, if requested, attorn to the holder or holders of such mortgages or to the registered owners of the Facility upon the Terms of this Lease. The Landlord shall prepare such certificate or instrument at the Landlord's sole expense. If the Tenant fails to execute such certificate or instrument within ten (10) business days, of receipt of same from the Landlord, the Landlord shall be deemed to be agent and attorney for the purpose of executing any such certificate, instrument, estoppel certificate or other instrument and of making application at any time and from time to time to register postponements in favour of any such mortgage or other instrument in order to give effect to the foregoing provisions. The Tenant may register a chattel mortgage on title against the Tenants leasehold improvements and equipment but this mortgage must be subordinate to any mortgage or other instrument of financing that the Landlord may, from time to time, place on the Facility.
- (b) Without limiting the right of the Landlord to assign this Lease, the Landlord shall be entitled to assign this Lease as security for any mortgage(s) upon the Facility or any part thereof and the Tenant covenants if requested, to acknowledge in writing any notice of assignment of this Lease by the Landlord. Any such notice of assignment shall be prepared at the sole expense of the Landlord.
- (c) If at any time during the Term of the Lease the Tenant is directed to attorn pursuant to the provisions of this Lease and/or the Tenant does not attorn, this Lease shall continue in full force and be fully binding upon the Tenant.

11.2 Tenant Acknowledgements

The Tenant agrees that it will, at any time upon not less than ten (10) business days' prior notice and receipt of such certificate, execute and deliver to the Landlord (and, if required, to any mortgagee of the Landlord or purchaser from the Landlord), a certificate in writing, prepared at the Landlord's sole expense, as to the

status at that time of this Lease, including whether this Lease is unmodified and in full force and effect (or if modified, stating the modification and that the same is in full force and effect as modified), the amount of the Rent then being paid and the dates to which the Rent by installments or otherwise, has been paid, whether or not there is any existing default on the part of the Landlord of which the Tenant has given notice and any other matter pertaining to this Lease to which the Landlord has requested a statement. If ten (10) days after the date of a request by the Landlord the Tenant has not executed the same, the Tenant hereby irrevocably appoints the Landlord as the Tenant's attorney with full power and authority to execute and delivery in the name of the Tenant the certificate.

11.3 Builders' and Other Liens

Save and except for a chattel mortgage against the Tenant's leasehold improvements and equipment as provided for in paragraph 11.1(a), the Tenant covenants not to permit any builders', mechanics' or other liens, mortgages, or conditional sales contracts to be registered against title to the Leased Premises or to the Facility. Whenever and so often as any such lien, mortgage or contract shall be registered on title or claim be filed, the Tenant shall within ten {10} days after the Tenant has notice of the claim, lien, mortgage or contract, procure the discharge thereof by payment or by giving security therefore in such other manner as is or may be required or permitted by law. The Landlord shall have the right, but not the obligation to procure the discharge as aforesaid whereupon all sums paid by the Landlord to procure the discharge, as well as all the Landlord's costs including legal fees on a solicitor and client basis, shall be repaid forthwith upon demand by the Tenant as Rent. Notwithstanding the foregoing, the Tenant may contest the validity of any such lien, provided the Tenant shall first either obtain an order from a Court of competent jurisdiction discharging the lien or encumbrance from the title to the Facility by payment into Court, or furnish to the Landlord against all loss or damage which the Landlord might suffer or incur thereby, security satisfactory to the Landlord in format and amount.

11.4 No Registration

The Tenant covenants and agrees with the Landlord that it will not register this Lease in the Land Titles Office. The Tenant shall be at liberty to file a caveat against title to the Facility giving notice of this Lease on title in a form satisfactory to the Landlord's solicitor acting reasonably but shall not attach this Lease to any such caveat filed. Any such caveat filed shall, at the request of the Landlord, be postponed to any security granted by the Landlord and registered against title to the Facility. Such postponement shall be prepared by the Landlord at the Landlord's sole expense.

ARTICLE 12 LIABILITIES

12.1 Excuse for Non-Performance by Landlord or Tenant

Whenever and to the extent that either the Landlord or the Tenant shall be unable to fulfill, or shall be delayed or restricted in the fulfillment of any obligation of this Lease (other than the payment of Rent) by reason of:

- (a) a strike, lockout, war or acts of military authority, rebellion or civil commotion, act of God or other reason of a like nature; or
- (b) not being able to obtain the material, goods, equipment, services, utility or labour required to enable it to fulfill such obligation; or
- (c) any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board or any governmental department or officer or other authority or by reason of not being able to obtain any permission or authority required thereby; or

- (d) any other cause beyond its control or not wholly or mainly within its control, whether of the foregoing character or not,

and not caused by its default or its act of commission or omission and not avoidable by the exercise of reasonable effort or foresight by it, such party shall, so long as any such impediment exists, be relieved from the fulfillment of such obligation and the other party shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort thereby occasioned.

12.2 Theft

The Landlord shall not be liable for the theft of any property at any time in the Leased Premises or the Facility.

12.3 Premises Not Available

If for any reason, beyond the control of the Landlord, the Leased Premises are not available for occupancy by the Tenant on the Commencement Date, Rent hereby reserved shall abate until the earlier of: (a) fifteen (15) days after the Landlord shall have delivered to the Tenant written notice that the Leased Premises are vacant or; (b) the date when the Tenant commences to use any portion of the Leased Premises for business purposes. It is further understood and agreed that the Lease shall otherwise remain in full force and effect and the abatement of Rent hereby specified shall be accepted by the Tenant in full settlement of all claims which the Tenant might otherwise have by reason of the Leased Premises not being available for occupancy on the Commencement Date, nor shall any such overholding operate to extend the Term.

12.4 Condemnation and Expropriation

If the whole or any part of the Leased Premises shall be taken by, or conveyed to, federal, provincial, county, city or other authority for public use or under any statute or by right of eminent domain, the Tenant shall not be entitled to any part of any award that may be made for such taking nor to any damages attributable thereto. In the event of a taking which reduces the area of the Leased Premises and renders the remainder of the Leased Premises unusable (in the opinion of the Landlord, acting reasonably) for the Tenant's purpose as outlined in Section 7.1 the Tenant shall have the option to be exercised by notice in writing to the Landlord within thirty (30) days after the taking, to terminate this Lease or accept the smaller premises and the Rent shall be reduced proportionately. In the event of termination, such termination shall not take place until thirty (30) days after receipt of such notice by the Landlord.

ARTICLE 13 ACCESS

13.1 Exhibit Leased Premises

The Tenant will, upon being provided with not less than 24 hours written notice from the Landlord, permit the Landlord or the agents of the Landlord to exhibit the Leased Premises at all reasonable hours during the last six (6) months of the Term to prospective tenants or to any other person having the written authority from the Landlord or the agents of the Landlord, to view the Leased Premises. The Landlord shall further have the right to enter upon the Leased Premises at all reasonable hours during the Term for the purpose of exhibiting the Facility to any prospective purchaser or mortgagee.

ARTICLE 14 TENANT'S DEFAULT

14.1 Events of Default

The occurrence of any of the following events shall constitute a default by the Tenant under this Lease:

- (a) the failure by the Tenant to pay any sums payable hereunder to the Landlord on the due date for payment;
- (b) if the Tenant is or becomes, insolvent or bankrupt or if the Tenant:
 - (i) makes any assignment for the benefit of creditors,
 - (ii) is declared bankrupt,
 - (iii) seeks the protection of the *Bankruptcy and Insolvency Act*, the *Companies Creditor's Arrangement Act* or like legislation,
 - (iv) disposes of all or substantially all of its assets without the consent of the Landlord, or
 - (v) commences proceedings to wind itself up or if winding up proceedings are commenced in respect of the Tenant;
- (c) if the Term or any of the goods and chattels of the Tenant on the Leased Premises are seized or taken in execution or attachment by a creditor of the Tenant; and
- (d) if the Tenant breaches any other Term of this Lease and such default is not cured within 30 days following the receipt by the Tenant of a written demand from the Landlord specifying the nature of the default in question.

14.2 Remedies

Upon the occurrence of an Event of Default and such default is not remedied within five (5) days after written notice from the Landlord, then the Landlord shall be entitled without further notice to pursue any one or more of the following remedies:

- (a) the Landlord may, at its option, declare the Rent payable for the next ensuing three (3) months to be immediately due and payable;
- (b) the Landlord may re-enter the Leased Premises, either by force or otherwise (without being liable for any prosecution therefore, nor being deemed to have terminated this Lease);
- (c) the Landlord may re-let the Leased Premises, or a portion thereof, as the agent of the Tenant and to receive Rent therefore which Rent shall be applied first to all of the Landlord's costs incurred in this re-letting and the balance on account of Rent;
- (d) the Landlord may, at its option and by notice in writing (but not otherwise), terminate this Lease and the Tenant shall be liable for and shall pay the Landlord (in addition to any arrears) a sum equal to three (3) months' Rent as liquidated damages and not as penalty and in addition the Tenant shall be liable to the Landlord for any and all further damages occasioned by reason of the Tenant's default;

- (e) the Landlord shall be entitled to seize the Tenant's goods by distress warrant and in respect of any such distress:
 - (i) the Tenant waives the benefit of any exemption, right benefit or protection granted by any law or statute now in existence or hereinafter passed,
 - (ii) the Landlord shall be entitled to seize the Tenant's goods wherever the same are located so long as arrears in Rent are outstanding and so long as this Lease is in existence, and, without restricting the generality of the foregoing, if the Tenant moves any goods from the Leased Premises, the Landlord may, at any time, seize such goods by distress warrant at their new location or locations,
 - (iii) all monies payable by the Tenant hereunder shall constitute, and be collectable as, Rent,
- (f) the Landlord shall be entitled to all other remedies available to Landlords at law, equity or pursuant to any statute now in existence or which may hereinafter come into force.

14.3 Distress

The Tenant hereby agrees with the Landlord that none of the goods and chattels of the Tenant at any time during the continuance of the Term hereby created on the Leased Premises shall be exempt from levy by distress for Rent in arrears by the Tenant, notwithstanding any law or statute to the contrary from time to time. If any claim is made for such exemption, right, benefit or protection by the Tenant under the said laws or statute, this covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the rights of the Landlord; the Tenant waiving, as it hereby does, all and every benefit, right and protection that could or might have accrued to the Tenant under and by virtue of any sections of the said laws or statute, or any amendments thereto or replacement thereof.

14.4 Rental Arrears

In the event Rent is not paid to the Landlord when it is due and payable as stipulated herein, the Landlord in addition to its other remedies hereunder, shall be entitled to collect interest computed on such arrears at the Stipulated Rate of Interest. Such interest shall be computed from the due date of such Rent up to and including the later of thirty (30) days thereafter or the actual date of payment and this interest shall be considered as Rent. In addition to interest charges, the Tenant shall pay the Landlord a charge of ONE HUNDRED FIFTY (\$150.00) DOLLARS in respect of each late payment representing overhead and administrative fees.

14.5 Landlord's Right to Perform

In addition to all other remedies the Landlord may have by this Lease at law or in equity, if the Tenant defaults in any of its obligations hereunder, the Landlord may at its option perform any such obligation after fifteen (15) days' written notice to the Tenant and in such event the cost of performing the obligation plus an administrative charge of twenty percent (20%) of this cost, shall be payable by the Tenant to the Landlord as Rent, together with interest at the Stipulated Rate of Interest calculated from the date of the performance of the obligation by the Landlord forthwith upon demand. On default of this payment, the Landlord shall have the same remedies as on the default of payment of Rent.

14.6 Alternative Remedies

The Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease or by statute, at law or in equity and all rights and remedies are intended to be cumulative and not alternative and the express

provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord at law or in equity.

14.7 Waiver

The waiver by the Landlord of a breach of a Term, covenant or condition herein contained will not be deemed to be a waiver of a subsequent breach of the same or another Term, covenant or condition herein contained. The subsequent acceptance of Rent by the Landlord will not be deemed to be a waiver of a preceding breach by the Tenant of a Term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular Rent accepted, regardless of the Landlord's knowledge of the preceding breach at the time of acceptance of the Rent. No covenant, Term or condition of this Lease will be deemed to have been waived by the Landlord unless the waiver is in writing signed by the Landlord.

14.8 Costs

In the event the Tenant defaults under any Term of this Lease, the Tenant shall reimburse the Landlord forthwith for all legal fees and disbursements on a solicitor and his own client full indemnity basis and for all bailiffs fees and disbursements that the Landlord may incur as a result of such default, such fees and disbursements being payable by the Tenant on demand as Rent.

ARTICLE 15 GENERAL PROVISIONS

15.1 Lease Entire Agreement

It is hereby understood and agreed by and between the parties hereto that the Terms and conditions set forth herein, together with the Terms and conditions set forth in the rules and regulations and any exhibits, schedules and/or plans annexed hereto embrace all of the Terms and conditions of the Lease entered into by the Landlord, and Tenant and supersede and take the place of any and all previous agreements or representations of any kind, written, oral or implied heretofore made by anyone in reference to the Leased Premises or in any way affecting the Facility or equipment of which the same forms a part and that the said rules and regulations and any exhibits, schedules and/or plans shall and do form a part of this Lease as fully as if the same were included in the main body hereof, above the execution by the parties hereto. The Tenant acknowledges that neither the Landlord nor any other party on its behalf has made any representations or warranties other than as expressly herein set forth. All of the provisions of this Lease shall be construed as covenants and agreements. If any provision of this Lease is illegal or unenforceable it shall be considered separate and severable from the remaining provisions of this Lease, and the remaining provisions shall remain in force and be binding as though the said illegal or unenforceable provisions had never been included.

15.2 Additional Covenants

The Additional Covenants, if any, shall form part of this Lease and to the extent that the Additional Covenants are in conflict with any other covenants of the Lease, the Additional Covenants shall govern.

15.3 Modification to the Agreement

No amendment to or waiver of any provision of this Lease or any consent required or permitted hereunder shall be deemed or taken as made or given unless such amendment, waiver or consent is in writing and signed under the corporate seal by an officer of the Landlord. The Landlord's employees, superintendents and agents, unless specifically authorized in a written instrument signed under corporate seal by an officer of the Landlord, are not authorized to amend this Lease, grant any waiver or provide any consent hereunder or make any commitments or enter into any agreements on behalf of the Landlord.

15.4 Laws of Yukon to Govern

This Agreement shall be governed in accordance with the laws of the Yukon Territory and the parties hereto submit to such jurisdiction.

15.5 No Partnership

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of principal and agent or of partnership, or of a joint venture agreement between the parties hereto it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of a Landlord and Tenant.

15.6 Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- (a) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal Business Hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid and addressed as specified in subsection (c) below; or
- (b) by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - (i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- (c) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received;

Except as herein otherwise provided, notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or five (5) days after the same has been mailed in a prepaid envelope by single registered mail to the addressee at the address set out herein, or to such other address as each party may from time to time direct in writing.

15.7 Captions

The captions in bold face for clauses of this Lease are for convenience only and are not to be considered a part of this Lease and do not in any way limit or amplify the Terms and provisions of this Lease.

15.8 Time of the Essence

Time shall be of the essence for this Lease and for each and every part hereof.

15.9 Managing Agent

The Landlord may perform all or any of its obligations or exercise any of its rights hereunder by or through such managing or other agency or agencies as it may from time to time appoint and the Tenant shall, as from time to time directed by the Landlord pay to any such agent any monies payable hereunder to the Landlord.

15.10 Brokerage

As part of the consideration of the granting of this Lease, the Tenant represents and warrants to the Landlord that no broker or agent negotiated or was instrumental in negotiating or consummating this Lease, and accordingly, no leasing commissions are payable except as acknowledged by the Landlord. It is acknowledged and agreed that any commission or fee, caused by the action of the Tenant that may be payable to any person resulting from the execution of this Offer or the Lease shall be payable by the Tenant and the Tenant shall and does hereby indemnify and hold harmless the Landlord in the event of any claims relating thereto.

15.11 Interpretation, Landlord and Tenant

It is hereby agreed that in construing this Lease, the word "Tenant" and the personal pronoun "he" or "his" relating thereto and used therewith shall be read and construed as "Tenant" or "Tenant's" and "his", "her", "it", "its" and "their" respectively as the number and gender of the party of parties referred to in each case require and the number of the verb agreeing therewith shall be considered as agreeing with the said word or pronoun so substituted. It is further provided that the Landlord, its successors and assigns, the Tenant and their respective heirs, executors, administrators permitted successors and permitted assigns shall be respectively bound by and be entitled to the benefit of these presents and of the like manner as if the word "successors and assigns" were inserted next after the words "Landlord" and "Tenant" throughout, unless the context shall require different construction. It is further agreed that where the Tenant is more than one person/entity/corporation, all persons/entities/corporations designated as being part of the Tenant shall be jointly and severally bound by the Terms, covenants and agreements contained in the Lease. The term "mortgage" and "mortgagee" when used herein shall also mean respectively "charge" and "chargee".

15.12 Energy Conservation

The Tenant covenants with the Landlord to cooperate with the Landlord in conserving energy in the Facility including complying at the Tenant's own cost with all reasonable requests and demands of the Landlord made with a view to energy conservation. Any reasonable expenditure made by the Landlord in an effort to promote energy conservation shall be included in Operating Costs in the financial year in which such expenditure was incurred.

15.13 Goods and Services Tax Registration

The Landlord's GST registration number is 872699698.

15.14 Acceptance

Acceptance and execution of this document may be validly effected by transmittals via facsimile or by one or more parties signing facsimile transmissions of documents containing the signature of the other party(ies) to this document.

15.15 Effective Date

If any condition, expiry or other date provided for under this Agreement occurs on a Saturday, Sunday or statutory holiday, then such date will be deemed to be postponed to occur on the next business day.

15.16 Non-Smoking

The Tenant acknowledges and agrees that the Facility is a non-smoking Facility. Smoking will not be permitted in any area whatsoever of the Facility.

15.17 Financial Information

The Tenant shall from time to time provide the Landlord with such information concerning the Tenant's financial standing as may be reasonably required by the Landlord or the Landlord's mortgagees. The Landlord may obtain credit information regarding the Tenant from any bank, credit bureau or other person and may disclose such credit information as may be required by the Landlord or the Landlord's Mortgagees. The Landlord acknowledges that this financial information will not be publicly disclosed and that the Tenant will not be required to provide any information relating to its Clients.

15.18 Dispute Resolution

All disputes ("**Disputes**") arising out of or in connection with this Agreement shall be referred first to the parties for amicable resolution. In the event that the Dispute is not resolved within fifteen (15) days of written notice from one party to the other, the Dispute shall be referred to mediation. All Disputes incapable of being resolved through mediation shall be referred to and finally resolved by arbitration under the *Arbitration Act* (Yukon) as amended from time to time, in which case each party shall bear expenses for the arbitration as determined by the arbitrator.

15.19 Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date specified on page 1 hereto.

CITY OF WHITEHORSE

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

15878 YUKON INC.

Per: _____

Name: _____

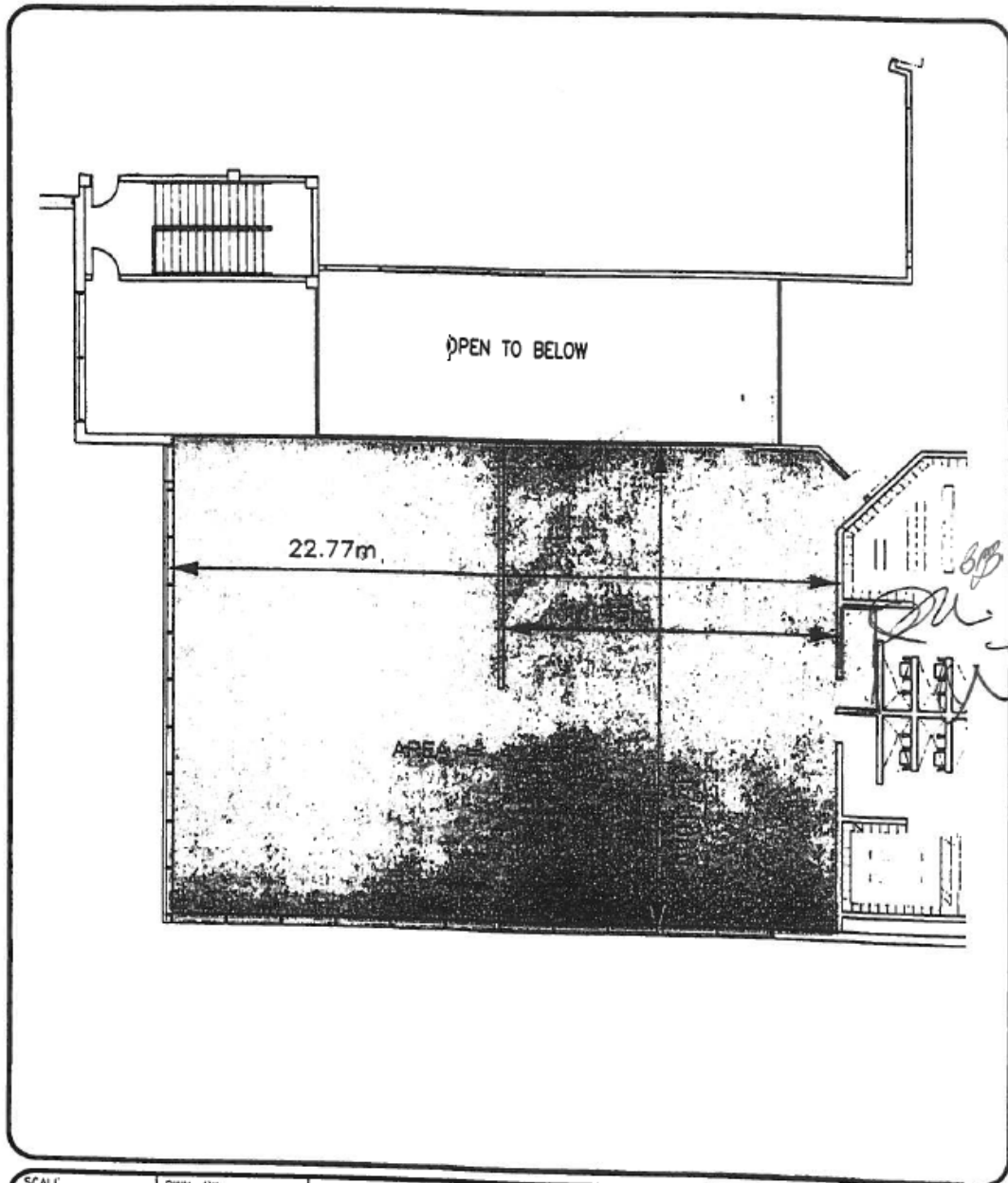
Title: _____


Per: _____

Name: _____

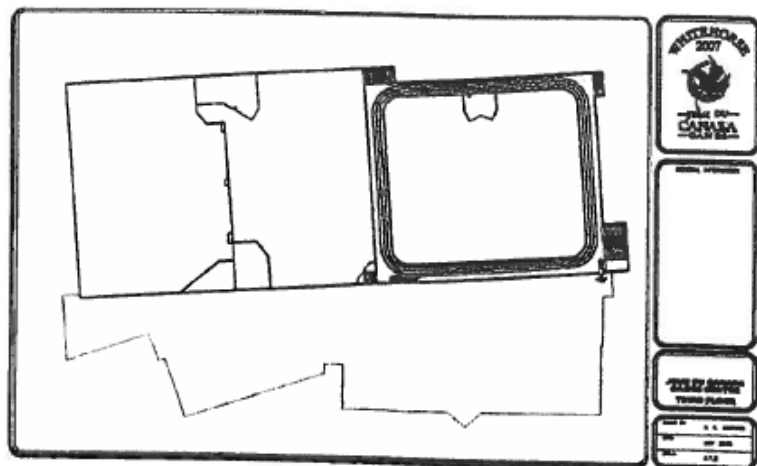
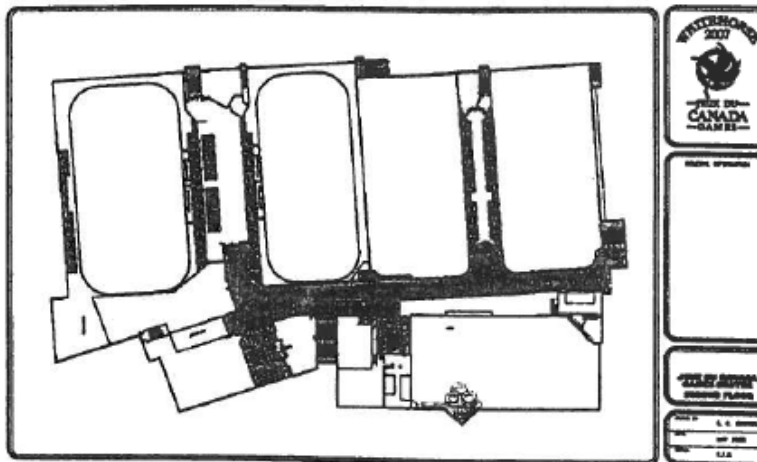
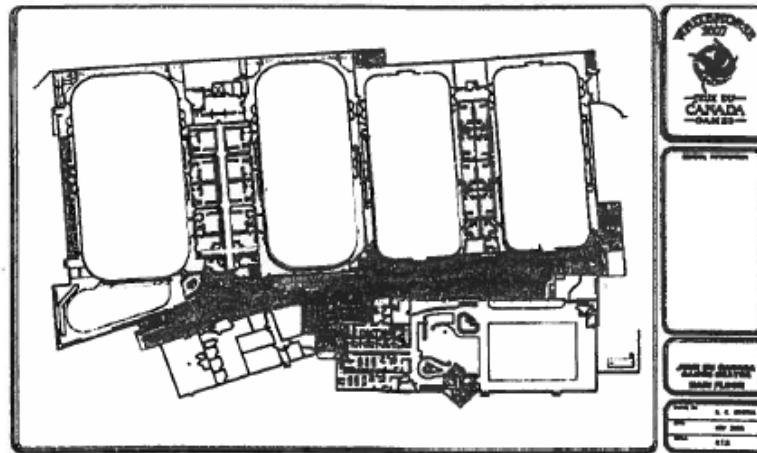
Title: _____

**SCHEDULE A
OUTLINE OF LEASED PREMISES**



SCALE	NTS	DWN BY	BCB	CITY OF WHITEHORSE	
DATE	OCT 2005	CHKD			
	REV.				
				RETAIL SPACE	

SCHEDULE A.1
Common Areas



**SCHEDULE B
DESCRIPTION OF LANDS**

LEGAL DESCRIPTION

Lot 1174, Quad 105D/11 Yukon Territory, Plan 2000-0056.

MUNICIPAL DESCRIPTION

200 Hamilton Blvd., Whitehorse, Yukon Territory

SCHEDULE C
RULES AND REGULATIONS

(Section 7.7)

1. The sidewalks and entrances of the Facility shall not be obstructed by the Tenant or used by it for any other purpose than for ingress and egress to and from the Leased Premises, and the Tenant shall not place or allow to be placed on the Facility or in the Leased Premises anything that would tend to make them appear unclean or untidy.
2. The Tenant, its servants, agents, and invitees shall use such water-closets, other water apparatus and washroom facilities in the Facility as shall be from time to time designated by the Landlord for use in connection with the Leased Premises. The water-closets, other water apparatus and washroom facilities shall not be used for any purpose other than those for which they were constructed and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. The cost of repairing any damage resulting from misuse shall be borne by the Tenant. The Tenant shall not let the water run unless in actual use.
3. The Tenant, its agents, servants and invitees shall not make, commit or permit any improper noises in the Facility, or interfere in any way with other tenants or those having business with them.
4. Nothing shall be thrown by the Tenant, its servants, agents or invitees, out of the windows or doors of the Facility.
5. No birds or animals shall be kept in or about the Leased Premises, nor shall musical instruments be played in the Leased Premises.
6. The Tenant shall not permit the Leased Premises to be used for sleeping apartments or residential purposes, or for the storage of personal effects or for articles other than those required for business purposes.
7. No telephonic, telegraphic, electronic wire service or other connections or electric wiring shall be made in places other than those designated by the Landlord or without the authority of the Landlord, who will direct the electricians or other workmen as to where and how any wires or equipment are to be introduced and without any such directions, no boring or cutting or otherwise will be permitted.
8. Furniture, fixtures, equipment and construction equipment, materials and supplies shall not be taken into or removed from the Leased Premises except at such times and in such manner as may be previously consented to and approved by the Landlord in writing.
9. Nothing shall be placed on the outside of window sills or projections of the Leased Premises, nor shall the Tenant place any air-conditioning unit or any other equipment or projection so that it will project out from the Leased Premises beyond the surface of the main walls of the Facility. The Tenant may not install air-conditioning equipment of any kind in any part of the Leased Premises without the prior written consent of the Landlord.
10. All glass and trimmings in, upon or about the doors and windows of the Leased Premises shall be kept whole, and whenever any part thereof shall become broken, the same shall be immediately replaced or repaired under the direction and to the satisfaction of the Landlord and shall be paid for by the Tenant as Rent.
11. No inflammable oils or other inflammable, dangerous or explosive materials shall be brought into the Facility or kept or permitted to be kept in the Lease Premises.

12. No locks shall be placed on any access doors of the Leased Premises without the prior written consent of the Landlord. The Landlord may, at its option require that any or all such locks be a part of the Landlord's master keying system.
13. Notwithstanding Section 6.2(a) of the Lease, the Landlord shall have the right to regulate delivery of food and beverages, materials, supplies and products into the Facility and the Leased Premises.

**SCHEDULE D
LEASE SPECIFICS AND ADDITIONAL COVENANTS**

1. **Description of Leased Premises**

The Leased Premises have a Rentable Floor Area of 4,235 square feet.

2. **Minimum Rent:**

Period	Annual Minimum Rent	Rate/Sg. Ft.
Years 1-1.6 of the Term	\$114,345	\$27.00

3. **[Intentionally deleted.]**

4. **[Intentionally deleted.]**

5. **Commencement Date**

The Term of the Lease commences on April 19, 2024 (the “**Commencement Date**”)

6. **Term**

Eighteen (18) months from the Commencement Date, plus the number of days from the Commencement Date to the last day of the calendar month in which the Commencement Date occurs, if not the first day of a calendar month.

7. **Description of Tenant’s Business**

Provision of space, equipment and required support to facilitate the provision of professional physical medicine and rehabilitation services, including physiotherapy, massage therapy, acupuncture and other therapies that complement the goals of the Clinic, primarily by independent practitioners. This includes access of the Premises to regulated health care professionals designated by the Tenant to practice their profession at the Tenant’s location. The primary focus of services occurring at the Tenants business will be assessment and treatment of musculoskeletal injuries, injury prevention and sport and occupation-specific rehabilitation programs. Additional services that encourage active lifestyle and enhance athletic performance will be provided as an adjunct component of services offered. These may include educational clinics, biomechanical analyses and rehabilitative sport specific training programs, as well as the retail sale of sport braces and rehabilitation supplies to clients for rehabilitation or injury prevention purposes.

8. **Tenant’s Trade or Business Name**

PHYSIO PLUS or other trade name registered by the Tenant and approved by the Landlord acting reasonably.

9. **[Intentionally deleted.]**

10. **Tenant’s Option to Terminate**

Provided the Tenant duly and regularly pays the Rent and has performed all of its other obligations under the Lease and is not otherwise in default under the Lease on the date it exercises this option

(the "Option"), the Tenant may exercise this Option to Terminate the Lease by giving at least sixty (60) days prior written notice to the Landlord (the "Termination Notice"), which notice must be delivered in accordance with Section 15.6 of the Lease and Section 13 of Schedule D of the Lease, and must specify the date of early termination (the "Early Termination Date"). The Tenant will be responsible for all of the Tenant's obligations under the Lease, including, without limitation, the payment of Rent, from the date of delivery of the Termination Notice up to, and including, the Early Termination Date. In the event that the Tenant does not exercise the Option strictly in accordance with the terms of this Section 10 of Schedule D of the Lease, the Option will be null, void and of no force or effect.

11. City's Option to Terminate

The City may exercise this Option to Terminate the Lease by giving at least sixty (60) days prior written notice to the Tenant (the "Termination Notice"), which date of termination need not coincide with the anniversary date of this Lease.

12. Additional Covenants

- (a) The Landlord shall provide, and the Tenant shall accept, the Leased Premises in "as-is, where-is" condition.
- (b) The Tenant shall be responsible for the construction of all leasehold improvements in and to the Leased Premises save and except those referred to in Schedule F, which shall be the responsibility of the Landlord.
- (c) Rider Page D-3

13. Tenant's Address

The Leased Premises

15878 Yukon Inc.
#300 - 200 Hamilton Blvd.
Whitehorse, Yukon
Y1A 0A6

Attention: Mr. T. Phillips, Director
Ms. M. McClung, Director

14. Landlord's Address:

City of Whitehorse
2121 Second Avenue
Whitehorse, Yukon
Y1A 1C2

Attention: Operations Supervisor, Canada Games Centre

Rider Page D-3

Restrictive Covenant and Exclusive Use

- (a) Provided that there has not been any default on the part of the Tenant under the Terms of the Lease, and provided the Tenant is open for business and operating as 15878 Yukon Inc. c/a Physic Plus, or approved signee, in occupation of the whole of the Leased Premises in accordance with the Terms and conditions of this Lease, specifically Section 7.1 and 7.11 hereof, and provided the Leased Premises are being used for the purposes set forth in paragraph 6 of this Schedule D, the Landlord agrees not to lease space in the Facility to another Tenant for the purposes of operating a clinic providing any of the following services:
 - (i) physiotherapy, orthopedic services, and sport injury services. (Sport injury services are defined as to include such services as physiotherapy, athletic therapy, massage therapy, chiropractic services, medical services, acupuncture services, and other services that could reasonably be considered "sport injury services").
- (b) The Landlord further agrees that, provided that there has not been any default on the part of the Tenant under the Terms of this Lease, and provided the Tenant is open for business and operating as Physio Plus in occupation of the whole of the Leased Premises, and provided that the Leased Premises are being used for the purposes set forth in paragraph 6 of this Schedule D:
 - (i) the Tenant shall have the right of first refusal to provide sponsorship for any event to be held within the Facility for which sponsorship is sought from a clinic providing the services noted in paragraph 7 of Schedule D;
 - (ii) the Tenant shall have the right of first refusal to provide any of the services noted in paragraph 7 of Schedule D (the "**Services**") for any event held at the Facility including, without imitation, any educational programs or seminars held within the Facility, sponsored by or presented by staff of the Facility. This right of first refusal does not apply to providers of services who are affiliated with a National or Provincial Sport Program, nor does it apply to organizations with providers on staff as paid employees or on contract who perform the services. This right of first refusal must be on the same Terms and conditions as those that the Landlord is prepared to accept from any other provider of the services.
- (c) The Tenant acknowledges that the Landlord is not obligated to enforce the aforementioned covenant against any Person if by doing so it shall be in breach of any laws, rules, regulations or enactments from time to time except for bylaws enacted by the City of Whitehorse after the acceptance of an unconditional Offer to Lease between the two parties identified herein, and this covenant is not intended to apply or to be enforceable to the extent that it would give rise to any offence under the *Competition Act* (Canada), or any statute that may be substituted therefore or may be enacted with similar intent, from time to time. As this covenant has been granted solely at the request of the Tenant, the Tenant shall indemnify and hold harmless the Landlord from any loss, injury, liability or damage whatsoever suffered by the Landlord in connection therewith including all expenses incurred in connection with any claims, actions or proceedings brought by, on behalf of or against the Landlord as a result of the covenant.
- (d) This restrictive covenant shall apply to any and all future redevelopment, expansion or addition to the Facility.

SCHEDULE E TENANT'S WORK

AS IS

The Tenant acknowledges that it accepts the Leased Premises in an "as is" condition and that all alterations, renovations, decorations or other work required in connection with the Leased Premises will be performed by the Tenant, at its sole cost and expense in accordance with this Schedule.

The Tenant acknowledges the Tenant's Work must conform strictly to the Design Criteria specified by the Landlord acting reasonably. Prior to commencing with any renovations in or at the Leased Premises, the Tenant agrees to provide the Landlord with professional plans detailing their proposed renovations, including, but not limited to interior improvements, color schemes and materials.

All renovations are subject to the Landlord's prior written approval, which approval shall not be unreasonably withheld.

1. Permits

The Landlord shall be responsible for obtaining a development permit for the Tenant's Work. Except as hereinbefore provided, the Tenant shall, in a timely fashion, apply for and pay for its own building, renovation and occupancy permit(s) and any other permits or licenses required for the Tenant's Work and its occupancy of the Leased Premises. The Tenant will not commence its work prior to furnishing the Landlord with copies of all necessary permits and other approvals.

2. Fascia Signs

All Tenant signs will be in accordance with the Landlord's designated sign policy from time to time. At Landlord's option, any sign installed without the Landlord's prior written approval will be removed immediately at the Tenant's expense and risk.

3. Approval

The Tenant acknowledges that any work undertaken by the Tenant without the Landlord's written approval may, in the discretion of the Landlord, be removed from the Leased Premises, or the Leased Premises be restored to the original condition, in either case, at the expense of the Tenant. Such work shall be performed by competent workmen whose labor union affiliations are not incompatible with those of the Landlord's contractors and subcontractors.

4. Delays

The Tenant shall commence the Tenant's Work in the Leased Premises no later than five (5) business days after receipt of the Landlord's notice of substantial completion and will thereafter continuously and diligently proceed to complete the Tenant's Work. If the Landlord's Project Manager determines that any delays caused by the Tenant or its contractors or the progress of the Tenant's Work have impeded or delayed that of the Landlord's general contractor or its subcontractors, or have otherwise resulted in a delay in the commencement of substantial completion of the Landlord's Work, then the Landlord's Project Manager shall establish the date that the Landlord's Work would otherwise have been substantially completed and that date shall be the date of substantial completion of the Landlord's Work for the purposes of Section 3 and all other purposes of this Lease Agreement. The cost of any delays incurred by the Landlord's contractor, due to the Tenant's Work, shall be paid for by the Tenant. In addition, if the Tenant fails to deliver plans and specifications for the Tenant's Work to the Landlord, within the time limits required under this Agreement, then the Landlord will have the right, at its sole option, upon five (5) days written notice to the Tenant, to retain an architect including the Landlord's project architect to prepare the Tenant's plans at the Tenant's expense.

5. **Fixtures and Equipment**

The Tenant will use only new or like new fixtures and equipment in the Leased Premises.

6. **Additional Work**

Any additional requirements of the Tenant over those specified in this Schedule E shall be the responsibility of the Tenant.

7. **Fire Protection Equipment**

Where occupancy includes cooking or hazardous process areas, the Tenant shall install and maintain a chemical or CO2 automatic fire protection system approved by the appropriate governmental authorities and notify the Landlord of any interruption to or flaw or defect in the system coming to the attention of the Tenant.

8. **Work Performed by the Landlord**

For any additional work which the Landlord may perform on behalf of the Tenant, at its expense, the Landlord shall charge the Tenant fifteen percent (15%) of the cost of the work as a co-ordination fee. Any work which the Landlord performs for the Tenant, shall not delay the Tenant's acceptance of the Leased Premises. All work performed and materials supplied by the Landlord are to be in accordance with the Landlord's specifications and its choice of design and materials.

9. **Alterations to Exterior**

Any alterations to the exterior walls or roof of the Leased Premises which the Tenant may request shall be performed at the sole option of the Landlord by either the Tenant's or the Landlord's forces at the Tenant's expense.

10. **Additional Costs**

If as a result of any work undertaken by or on behalf of the Tenant, including the Tenant's Work, the Landlord's Project Manager determines in its discretion that the Landlord has incurred any additional costs or expenses due to additional or modified work required to be undertaken by the Landlord or its contractors, which deviates from the Landlord's plans and specifications for the Landlord's construction of other portions of the Facility, then the Tenant will, immediately upon invoicing, reimburse the Landlord (or at the Landlord's option, the Landlord's contractor) for such additional costs and expenses plus a fifteen percent (15%) co-ordination fee.

11. **Roof**

Tenant and its agents, employees and representatives shall not at any time be permitted on the roof.

12. **Examination of Leased Premises**

The Tenant will examine the Leased Premises before taking possession and unless the Tenant furnishes the Landlord with written notice specifying any defects within ten (10) days after taking possession, the Tenant will be deemed to have examined the Leased Premises and to have agreed that they are in good order.

13. **Clean Up**

The Tenant shall be responsible for all cleanup of construction debris caused by its own contractors/subcontractors and other workpeople involved in connection with the performance of the

Tenant's Work. The Tenant shall provide its own garbage bins for the disposal of refuse and other debris relating to the Tenant's Work and will be prohibited from using the Landlord's bins. If the Tenant does not comply with these requirements and remedy any default to the Landlord's satisfaction within twenty four (24) hours of written notice, the Landlord has the right (but not the obligation) to arrange for the necessary clean up and bin rental, the cost of which, together with an administration fee of fifteen percent (15%) of such cost, shall be paid by the Tenant as Additional Rent.

14. No Warranties

The Tenant will satisfy itself that the Leased Premises in the Facility are adequately zoned for the Tenant's business purposes and that building, occupancy and other necessary permits and other governmental approvals will be available for the Tenant's Work and proposed use. The Tenant further acknowledges that the Landlord makes no representations, warranties or other claims respecting any of the foregoing matters.

**SCHEDULE F
LANDLORD'S WORK**

The Leased Premises is provided on an "As Is" condition

SCHEDULE G
CERTIFICATE OF ACKNOWLEDGEMENT BY OFFICER OF CORPORATION

I certify that on the date hereof, at the City of Whitehorse, in the Yukon Territory, _____ and _____, who identified themselves to me, appeared before me and acknowledged to me that:

1. They are Mayor and Corporate Services of the City of Whitehorse (the "**Corporation**").
2. They are the persons who subscribed their names and affixed the seal of the Corporation to the attached instrument.
3. They are authorized to subscribe their names and affix the seal to it; and
4. The Corporation exists as of the date hereof.

In testimony of which I set my hand and seal of office at the City of Whitehorse, in the Yukon Territory, this ____ day of _____, 202__.

Name:

A Notary Public in and for the Yukon Territory